

# Solicitors' Journal.

LONDON, NOVEMBER 15, 1879.

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## CURRENT TOPICS.

THE CHAMBERS of Vice-Chancellor Malins have been removed to Staple-inn, and his lordship's staff now occupy some of the rooms recently vacated by the Chancery Taxing Masters. The Land Registry Office has also been removed from Lincoln's-inn-fields to Staple-inn. By these removals the rent of two very expensive sets of chambers is saved.

THERE IS YET ONE MORE SAVING to be effected. The only occupant of the chancery offices at Stone-buildings is the Chancery Paymaster, and upon his removal to the rooms prepared for him in the Royal Courts of Justice the Government will get the benefit of the sum to be paid for the vacated offices by the Society of Lincoln's-inn, who have secured the right of preemption. Meantime, the Chancery Paymaster is practically occupying two offices; for while he transacts business at Stone-buildings, the rooms in Carey-street, which have been fitted for him at great expense, are unoccupied, but have to be watched and warmed as if they were fully occupied.

ALTHOUGH NO SUCCESSOR to the late Lord Gordon has yet been appointed, and Lord Selborne is detained at Oxford by the sitting of the University Commission, the law lords have applied themselves to their appellate

business with considerable assiduity, and (we believe for the first time since the passing of the Appellate Jurisdiction Act) have announced their intention of sitting for five days a week. Up to Wednesday evening last they had finally disposed of four appeals out of seventeen. The list for the present sittings comprises thirteen English, four Scotch, and four Irish appeals. Among the cases yet to be heard are *Angus v. Dalton* and *Julius v. The Bishop of Oxford and Carter* (the Clewer Ritual case), but the other appeals are for the most part of little general interest.

IN REVOKING the grant of letters of administration of the estate of the ingenious bather who disappeared from Barmouth last year, leaving behind him his clothes and a sorrowing circle of friends and creditors, Sir James Hannan said "he had, over and over again, expressed his anxiety in regard to these cases of grants on presumption of death, and he thought he must have some security in them for the future." This would unquestionably be desirable, but it is rather difficult to see what security can be devised which will shut out the possibility of the re-appearance of the supposed dead man. Take the case of the late Sir Charles James Napier (reported 1 Phill. 83). That gallant soldier was left for dead on the field of Corunna on the 16th of January, 1809, and was reported, in the despatches published in the *London Gazette*, as being among the slain. Probate of his will was granted to his brother, yet, in May, 1809, the testator appeared personally in court, and the learned judge revoked the probate and ordered the will to be delivered out of the registry to him. What stronger evidence of death could be wished for than existed in this case?

THE DECISION OF VICE-CHANCELLOR HALL on Saturday last, in *Godfrey v. Harben*, carries the law as to the liability for her debts of property over which a married woman has general power of appointment one step further than any previously decided case. A married woman having a general power to appoint by will, with a gift over in default, exercised the power by her will. The question was whether the fund appointed was liable as her separate estate to her debts; and the Vice-Chancellor held in the affirmative. The question had been decided the other way by Vice-Chancellor Kindersley in *Vaughan v. Vanderstegen* (2 W. R. 293, 2 Dr. 165), followed in other cases by Lord Romilly. Sir Richard Kindersley expressly repudiated the ground that there was any distinction between a general power to appoint by deed or will, and one by will only, the power being exercised. He decided on reasons applicable to every case of a general power of appointment. The judgment of Lord Justice Turner in *Johnson v. Gallagher* (9 W. R. 506, 3 De G. F. & J. 517) and the case of *London Chartered Bank v. Lempriere* (21 W. R. 513, L. R. 4 P. C. 572) have displaced Vice-Chancellor Kindersley's view of the law, but the last-named decision had reference to the case of a general power exercisable by deed or will. It therefore still remained open to argue that where the property was not disposable by act *inter vivos*, the creditors were not let in. The reason for subjecting property in that predicament to the claims of creditors would be, not that the limitation gave the married woman in effect an absolute ownership, but an analogy to the equity which makes a man's debts payable out of funds subject to his general power of appointment actually exercised. Now, the *Chartered Bank v. Lempriere* went on the ground of substantial ownership. Thus the authorities stood in a curious position; the principle of the decisions in point opposed to the liability had been overruled, but the principle of the later decisions did not cover the present case. It was reasonably to be expected, however, that the analogy of the equity affecting property appointed by a man under a testamentary power would be applied. The difference be-

tween the two cases is technical and unsubstantial. The real issue was determined when it was settled (and this appears from Vice-Chancellor Kindersley's observations in *Vaughan v. Vanderstegen* to have been settled somewhat silently) that the equity in question applied in the case of a man although his power was only testamentary.

THE CHANCERY VACATION BUSINESS grows with great rapidity. In the year 1870 the vacation orders made by the Court of Chancery numbered about 117. During the vacation of 1879 the Chancery Division made about 850 orders, or more than seven times as many as were made ten years ago. The number of these orders has been gradually increasing from year to year, and one great cause of this increase lies in the fact that the books of the Chancery Paymaster are now open all the year round, and there is no interval of time when an order may not be carried into his office.

THE ATTORNEY-GENERAL, Sir John Holker, M.P., owing to the pressure of important official work, has decided to limit his private practice these sittings, and has been obliged to return some briefs.

Twenty gentlemen were called to the bar on Monday in Dublin, the largest number at one call for many years.

It is stated that, in consequence of the advocates in the Italian town of Cagliari having declined to accept any longer the rate of emolument hitherto prevailing, judicial business has been brought for a time to a standstill, and the Minister of Justice has decided to remove the cases at present pending in the Cagliari courts to the Roman tribunals.

At the Nottingham Assizes, on the 7th inst., before Mr. Justice Lush, Philip Charles Duff was charged with having indorsed false statements on a number of county court summonses. Prisoner had been employed as a bailiff at the Nottingham County Court, and had been intrusted with a large number of copies of summonses to serve upon the persons against whom they were issued. He afterwards indorsed the original summonses which were kept in the office of the court, to the effect that the copies had been so served. On the cases being called before the court the defendants did not appear, and judgment was given against them. It was then discovered that they had never received the summonses, and the prisoner, on being questioned by the high bailiff, admitted that his indorsements were untrue. He had failed to deliver as many as sixty-three summonses, the originals of which he had indorsed as served. He pleaded guilty, and was sentenced to twelve months imprisonment.

In opening the Commission for the Winter Assize County No. 7, which comprises the counties of Norfolk and Suffolk and the city of Norwich, the Lord Chief Justice, in the course of his charge to the grand jury, inadvertently upon the fact that many of the cases could have been tried at quarter sessions, and pointed out the inconvenience which arose from thus withdrawing the judges from their important duties in town for the trial of such cases. The grand jury, at the close of their labours, made a presentment on the subject:—"The grand jury concur in his lordship's remarks that the calendar has been unnecessarily incumbered with cases which ought to have been reserved for trial at quarter sessions." The Lord Chief Justice said he was glad to have the concurrence of gentlemen so familiar with the administration of criminal justice in the remarks which he had made on the subject. While it was desirable, as he concurred in thinking it was, that prisoners should not be kept for trial longer than was consistent with public convenience, yet, on the other hand, as to cases of such a character that they could be well disposed of at quarter sessions, the judges ought not to have their time taken up in the trial of such cases, being thus withdrawn from their important duties in town, and thus delaying the general administration of justice.

# CAN THERE BE A CONTRACT OF THE EXISTENCE OF WHICH ONE OF THE SUPPOSED CONTRACTING PARTIES NEITHER KNOWS NOR IS BOUND TO KNOW?

## I.

THE case of *The Household Fire Insurance Company v. Grant* (27 W. R. 858, L. R. 4 Ex. D. 216) raised a point of great importance with regard to the principle involved. Somewhat similar questions have at various times come before the courts, and we doubt whether the law on the subject can even now be considered as definitely settled, the more so that Bramwell, L.J., dissented from the opinion of the court. We must confess to entertaining a very strong opinion that, whatever the law may be, the common sense of the matter is clear, and that the view expressed by Bramwell, L.J., is consistent with reason and justice. The majority of the court (Baggallay and Thesiger, L.J.J.) seem to have considered the matter concluded by authority.

The point was briefly this. The defendant applied for shares in the plaintiff company. The company allotted the shares to the defendant and duly addressed to him, and posted, a letter containing the notice of allotment, but the letter never was received by him. It was held by the majority of the Court of Appeal that the defendant was a shareholder, overruling *British and American Telegraph Company v. Colson* (L. R. 6 Ex. 108). The case which was considered to be a conclusive authority on the point was *Dunlop v. Higgins* (1 H. L. C. 381). There has been a good deal of discussion in this class of cases as to when the contract, if any, is concluded, and at what period the *aggregatio mentium* is complete. It has been said, if the contract is not complete upon the letter accepting the offer being despatched, when is it complete? If knowledge by the offeror of the acceptance of the offer is necessary to complete the contract, it would follow that knowledge by the acceptor of the fact that the acceptance has been communicated to the offeror may be necessary, and so on *ad infinitum*, so that there never can be an *aggregatio mentium*, the parties being apart and not being capable of simultaneous expression of agreement. Such is the argument employed in *Dunlop v. Higgins*.

We cannot help thinking that, under cover of loose metaphysical expressions and ideas such as "*aggregatio mentium*," a good deal of unnecessary perplexity is sometimes introduced. It seems to us that there may be a lurking fallacy in the notion that an *aggregatio mentium* necessarily constitutes a contract in the legal sense of the term, arising from an absence of distinct idea of the meaning in which the term *aggregatio mentium* is used. It is generally necessary to a contract, no doubt; but "contract" as used in this relation means obligation binding in law. There is sometimes a contract without any *aggregatio mentium* at all. One party may not have meant the same as the other all along; and yet there may be a contract. The real question is, When does the contract become legally obligatory on the party sought to be charged?—not till then does it become a contract in any efficient legal sense of the term. It seems to us possible that the *aggregatio mentium* may in some cases be antecedent to the time when the contract becomes binding on the offeror, though, of course, this depends somewhat on what is meant by *aggregatio mentium*. We should say the only practical meaning of the term is assent of two minds to the same terms. Of course, if it is merely the Latin for "contract" the whole question is begged.

In this point of view we do not see any such very great difficulty as has been suggested in supposing that the contract by the offeror does not arise until the acceptance has been communicated to him. The party accepting knows that he has accepted and has taken steps to communicate his acceptance; it may be said that, therefore, he ought to be bound unless and until he ascertains that the mode of communication he took failed; he is

not entitled to say that there is no contract until the other party has received the communication. *He knows of the aggregatio mentium; the other party by hypothesis does not.* The question really seems to resolve itself into this: can a party be bound by a contract of which he does not know, and *ex hypothesi* may be unable to know, the existence? In other words, can a man have promised in the legal sense without knowing that he has promised? If it be correct that the contract is completely binding directly the letter of acceptance is despatched, then, assuming some cause that should absolutely prevent the delivery of the letter, the contract nevertheless is good. One cannot understand any principle on which a person ignorant of the existence of the *aggregatio mentium* is to be affected by the same legal obligation as if he knew of it, except on the ground of *laches* on his part or that of his agent.

And here comes in a very remarkable point in the discussion. There seems to have been some such train of reasoning present to the minds of the judges in the various cases; and those who maintain the view of the majority in the case we are discussing seek to make the post office the agent of the party to whom the letter is sent. We cannot understand this as a plain matter of fact. It is the plain truth that the post office is the agent of the sender, so far as it is agent of either party, and it seems to us the extreme of far-fetched theory to treat the postman as a messenger sent by the offeror of the proposal to bring back the answer. There was some talk in *Dunlop v. Higgins* of the usage of trade, and of implied authority to return an answer by post when the offeror must have contemplated an answer by post. With all respect for the eminent persons who used these expressions, if we must call a spade a spade, we should not call them good sense. People communicate by post because it is convenient in all the relations of life. There is no usage of trade that if a person replies by post it shall be sufficient acceptance, nor is there any implied authority in the matter. Any implied authority in the sense of the term "implied" for which we have always strenuously contended—viz., any such authority actually in the necessary contemplation of the parties' minds—there clearly is not. Can any sane person suppose that a person writing for an allotment of shares really means in his own mind that he is making the post office his agent in the sense that delivery of an answer to the post office is delivery of an answer to him? Surely not. We are confident that if the case were put in any company there would not be a single person, not a lawyer, who would not exclaim at the injustice of making a person a shareholder in a company without his knowledge because a letter had been posted which had never reached him.

Then, with regard to implication of authority by law, such an implication may be made when natural justice or convenience dictates it; as when of two parties, both innocent and unfortunate, one has conducted to the mischief more than the other, for instance where a person held out as a general agent has exceeded his actual authority. But we want to know why the offeror is to be held to take upon himself the risks of the post office? We should have thought it a truism to say that that person must bear the risks of the post for whose convenience it has been employed. I receive an offer of a contract: assume it to have come by post. The party sending it would have suffered if the post had failed, so far as the offer not reaching me is concerned, because the means of communication he employed would have failed. It is just as if he had shouted to me from a distance, but the distance being too great, or his voice being weak, the purport of what he said had never reached me. Why should there be any difference in this respect with regard to the answer?

But assuming, in some way or other, an offer to have come to me; it is immaterial how. I have to accept the contract if I wish to do so, and notify my acceptance. If I sent a messenger of my own, clearly I should take

the risk of his failure. Why should I be placed in a different position because, for my own convenience, I employ the public message carrier? The case of notice of dishonour of negotiable instruments does not seem to us conclusive, or, indeed, in reality, at all analogous. The true rule on that subject may be, not that the holder is bound to give notice of dishonour in the sense that the notice must reach the prior indorser, but that he ought to take reasonable means to inform him of the dishonour, which reasonable means, by usage of trade, are so-and-so. It is obvious that this question is wholly different from the question whether a man can be bound by a contract which, *ex hypothesi*, he cannot know to exist. It seems to us, as we have before said, that a fallacy may have crept in in this way, viz., that it has been assumed that the contract is necessarily complete in the sense that there must be a contract legally binding both parties directly the *aggregatio mentium* (by which we mean merely the agreement of the two minds as to terms) is complete. If *aggregatio mentium* constitutes a contract, and merely means the assent of two minds to certain terms evidenced by overt acts on both sides, clearly it would be sufficient if the party to whom the offer was made wrote an assent and never sent it at all, but, intending to post it, dropped it into some hole which was not a letter-box by mistake. This shows either that *aggregatio mentium* is not complete without communication of it, or that *aggregatio mentium* alone will not constitute a contract. This is in effect what Bramwell, L.J., says when he lays down the proposition that assent to the proposal or acceptance is not enough, but there must be communication of the assent to the proposer. This being so, in order to make the posting of the letter such a communication, you must make the post office the agent of the offeror, which, for the reasons above given, seems to us contrary to plain facts and justice.

We feel doubtful whether the best expression of the rule is as the Lord Justice lays it down, though, for the purpose for which he used it, the definition was sound enough. It does not seem to us clear that the contract does not arise until the communication of the acceptance of the proposition reaches the offeror. Suppose the letter came to the address he gave, but he had gone out of town without making provision for having his letters forwarded? It seems to us that if the offer is accepted the contract becomes binding on the offeror if the acceptance would have been communicated to him but for his own default, assuming, of course, that the communication would have been in time. We believe that on a thorough analysis it would appear that the true question in these cases is—assuming that there would have been a contract if the acceptance of the proposal had been known to the proposer—Whose fault is it that he did not know? We doubt whether it can be solved by a general rule. It seems to us that the circumstances might vary greatly, and in some cases there might be sufficient to make it the offeror's duty to inquire further as to the fate of his proposal; but generally it would lie on the acceptor of it to insure his acceptance being made known. We propose on a future occasion to make a few observations with regard to the authorities on this subject, and also as to the supposed difficulties that would arise from holding that the contract is not complete till the offeror knows or ought to know of it.

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The *Scottish Journal of Jurisprudence* records the death of Mr. James Maidment, the oldest member of the Faculty of Advocates. He was called to the Scottish bar in 1817, and was an intimate friend of the late Mr. Riddell, and after his death he is said to have taken the position of being the first advocate in Scotland in cases involving genealogical inquiries. He published in 1840 "Reports of Claims preferred to the House of Lords in the Cases of Cassilis, Sutherland, Spynie, and Glencairn Peerages," and at a later period took a specially prominent position in the *Mar Peerage* case.



## FARM LEASES.

## I.

AMONG the results of the "agricultural depression" not the least noticeable is the change in the terms of farm leases. After remaining almost wholly unaffected by the progress of agricultural science, these contracts have suddenly yielded to the pressure of hard times. Restrictions formerly deemed essential to the protection of land from deterioration are now not unfrequently omitted, and in some cases the whole structure of the tenant's covenants is changed. It may be anticipated that before long the common forms of farm leases, thumbed by a long succession of articulated clerks in solicitors' offices, and the printed agreements for particular estates handed down from one agent to another, will have to be remodelled. It may be useful to review the process by which these forms have been built up, and afterwards to consider the direction which the impending changes are likely to take.

The early English farm lease was remarkable for the absence of covenants relating to the mode of cultivation. In one of the earliest forms given in Madox\* it is simply provided that the landlord or his heirs shall receive back the land at the end of the term in the same state, or a better state, than that in which the tenant took it, and a like covenant is to be found in another lease made in the reign of Henry II.† A somewhat similar provision occurs in a lease dated 1410, given in Cullum's History of Hawstead, p. 225, where the tenant covenants to leave at the end of the lease as many acres as well ploughed, sowed, and manured, as he received at the beginning of the lease.

But by the time of Henry VIII. even this provision seems to have disappeared; for in a lease made by that monarch, under the seal of the Court of Wards, of "divers messuages and lands of one of the King's wards," the lessee simply covenants that he "nor his assigns shall do, nor suffer to be doon, any voluntary waste or spoyle of the said messuages, howses, or other the premises . . . and if any wilful waste be doon or encroachment of any landes be made, to the prejudice of the inheritance of the said heyre, that then the said [lessee] and his assigns as moche as in him and them lyeth shall withstande and defende the same." In a lease dated 1572, given by Cullum (p. 230), it is provided that the tenant may put into tillage all the pasture-grounds except the borders, where the timber grew, but he must lay all the arable land to pasture one whole year before the end of the lease. At this time the scarcity of timber led to stringent restrictions in farm leases as to felling or lopping trees.

In the beginning of the seventeenth century we find specific provisions made as to the mode of cultivation. In a form of farm lease for twenty-one years given in West's Symboleography (part 2, section 432), published in 1606, the tenant covenants not during the term to "harry or break up any part or parcel" of certain lands without consent, and to bestow the dung yearly on the arable land, and it is provided that he and his executors and assigns "shall and may sow any of the said arable land belonging to the said premises two years together during the said term, and not above, and after that let the same lands lie one year fallow." Fifty years later these covenants seem to have been disregarded, for a lease of lands, given in a book of precedents published in 1655,‡ contains no covenants as to cultivation. A usual covenant in farm leases throughout this century imposed a restriction on the kind of cattle to be turned out to graze in woodlands.

By the end of the seventeenth century we find covenants as to cultivation in ordinary use. The Scriveners' Guide, published in 1695, gives, in the "general form of lease of a farm," covenants by the tenant to leave "20 acres of the arable land in a wheat

lane [sic], fit to be sown with wheat in the next year after the end of the term hereby granted"; to inbarn all corn, hay, &c., on the premises; to expend dung on the demised lands and not elsewhere; to leave the dung on the land at the end of the term, and to pay an increased rent for every acre of meadow ploughed up. And in Shepard's "President of Presidents" (3rd ed., published in 1704), there is, at p. 153, a form of agricultural lease, which, besides several of the above-mentioned covenants, provides that the tenant may "plough any of the arable land on the demised premises two years together and not above, and after that shall let the same be one year fallow." But this provision does not appear in other precedents of the period; and comparing the forms in these collections with those contained in "The Modern Conveyancer"—a work of about the same date—it would appear that the ordinary farm lease at the beginning of the eighteenth century restricted the removal of straw and dung from the demised premises; imposed increased rent on ploughing meadow land, and sometimes gave the landlord the right to enter on the farm during the last year of the term in order to plough and prepare for the next year's crop. It appears from Cullum (p. 249) that about the middle of the last century leases were granted requiring the tenant to leave one-third of the arable land ploughed and fallowed for wheat, the out-going tenant to be paid for the labour according to the custom of the country.

We come now to the end of the last century, when "Wood's Conveyancing" was in vogue. This work contains a wonderful variety of precedents of leases; and as by 1793 it had reached a 5th edition, it may be taken as affording an accurate idea of the prevalent farm lease. At page 88 of vol. 2 there is the form of lease of a farm "with a variety of good covenants." We find the old covenants as to the expenditure of hay, straw, and dung on the premises, and the increased rent on ploughing meadow land; but in addition to these there are, for the first time inserted, provisions binding the tenant to sow a certain number of acres with clover every year; to leave every year half of the arable land unsown as a summer fallow, and not to mow certain specified land. In another collection of precedents of about the same date (Newnam's Complete Conveyancer) we find (p. 133) a covenant that the tenant shall use the land "according to the order and course of good husbandry," and after every second and third crops of corn sow the same with grass, clover, or turnip seed. And from the other precedents of farm leases contained in these volumes, it may be gathered that at the beginning of the present century the ordinary farm lease, in addition to the older restrictions, bound the tenant after a second corn crop either to leave the land in fallow or to lay it down with grass. As regards the terms of quitting, the provisions vary. In some leases the tenant is allowed to hold the arable land, or a part of it, until after the harvest following the end of the term, and the barns for a year after the end of the term; but in other leases the tenant is bound at the end of the term to have certain parts of the land sown with wheat, the landlord providing the seed only. Provisions for compensation or allowances to the outgoing tenant do not appear in these leases.

Most cotton trade-mark owners, says the London correspondent of the *Manchester Guardian*, especially those who produce for the Eastern markets, have for some time past been anxious that the exclusive right to protection in this country which they acquire under the new Act should be extended to the Indian Empire. The Bombay Chamber of Commerce having given their co-operation to the furtherance of this project, the Government of Bombay have drawn up a Bill to cover the whole of British India, and which will, if passed, come into effect on the 1st day of January next. The Bill establishes a registry of trade-marks for the empire, and in nearly every respect corresponds, *mutatis mutandis*, with the Act which was lately passed for the mother country.

\* *Formulare Anglicanum*, 135.† *Ib.*, 141.‡ *The Perfect Conveyancer*, p. 322.



## Recent Decisions.

## BENEFIT OF RESTRICTIVE COVENANTS.

(Renals v. Cowlishaw, C.A., 28 W. R. 9.)

The law as to the devolution of the burden of restrictive covenants is, of course, clearly settled. All who take under the original covenantor with notice of the covenant are bound by it, for "if an equity is attached to property by the owner, no one purchasing with notice of that equity can stand in a different situation from the person from whom he purchased."

But the law as to the devolution of the benefit of a restrictive covenant has been left in a less certain condition. The authorities, however, before *Renals v. Cowlishaw*, pointed at the doctrine that the assign of the covenantee could not enforce a restrictive covenant unless he had either expressly stipulated for the benefit of the covenant, or had contracted under such circumstances that he must be deemed to have so stipulated. That is to say, as Mr. Dart has put it, restrictive covenants are not in the nature of a reservation to the vendor, devolving on his subsequent purchasers as attached to the property, but when enforceable in equity by an assign they are so enforceable as depending entirely on the contract and intention of the parties. In order to enable the assign of the covenantee to enforce such covenants there must be either an agreement between vendor and new purchaser, giving to the latter the benefit of the covenant, or some kind of representation by the vendor to the new purchaser that the latter should have the benefit of the covenant. The question as to representation usually arises on the sale of an estate laid out under a building scheme. In this case a representation or intention that each purchaser should be bound by certain covenants, and should have the benefit of such covenants against other purchasers, is easily made out; and it may probably be said that practically in these cases, although all the covenants are made with the vendor, one covenantor may obtain the benefit of them as against another covenantor.

In *Renals v. Cowlishaw* there was no circumstance of this kind, but it was contended that, inasmuch as the intention of the parties is the test, a restrictive covenant taken by the owner of a residential estate from a purchaser from him of lands adjacent to the residential estate must be deemed to have been taken for the benefit of the residential estate, so as to enable an assign of part of that estate to maintain an action on the covenant. But the answer to this contention was furnished by Lord Justice Bramwell, when he said, in *Master v. Hansard* (25 W. R. 570, L. R. 4 Ch. D. 718), that the covenant was "put in, not for the benefit of the particular property, but for the benefit of the [owners], to enable them to make the most of the property which they retained;" and both Hall, V.C., and the Court of Appeal held that the purchaser of part of the residential estate could not maintain an action to restrain the breach of the restrictive covenant. The practical lesson of the case is the desirability in all cases where there is ground for thinking that in former dealings restrictive covenants were taken of including in the conveyance the benefit of any restrictive covenants with reference to the use of adjacent lands.

The benchers of the Middle Temple have appropriated a set of chambers under the library to be used as a subscription common room. There will be reading, writing, and smoking rooms, and newspapers, magazines, and books of reference will be supplied.

Persons connected with the Temple, the new Law Courts, and in the neighbourhood generally, will be interested to learn that the premises No. 43, Fleet-street, opposite Fetter-lane, lately occupied by Messrs. Eyre & Spottiswoode, are in course of reconstruction as a branch post-office on a considerable scale.

## General Correspondence.

TO CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

## AFFIDAVITS OF SERVICE IN DISTRICT REGISTRIES.

[To the Editor of the Solicitors' Journal.]

Sir,—It having come to the notice of various members of our local law society that differences existed in the district registries respecting affidavits of service, and that certain forms that were satisfactory in some registries were rejected in others, I was directed, as secretary, to make inquiries in the different registries on the point, and the following four questions were put to each registry:—

1. How is the description of the solicitor's clerk who serves a writ inserted in the affidavits passed in your registry? Is it sufficient to describe him as "A. B., clerk with Messrs. C. D., of Sheffield, solicitors"?

2. In what way is the service on one of the partners of a firm sued as, e.g., "C. Smith & Co.," shown on an affidavit accepted in your registry?

3. The like question when the writ is served on a manager.

4. Do you consider it necessary to insert the words "within the jurisdiction" when the action is brought in the usual way, not under the Bills Act?

The circular was sent to seventy-one registries, and answers were received from forty. It was found from these answers that hardly any one of the registries agreed with any other registry in giving the same answers to the circular. The method in which the Sheffield Registry would require the affidavit to be worded was shown on the circular, and appears below, and the answers showed that

On question 1, eighteen registries agreed with, twenty-two differed from, Sheffield;

On question 2, twenty-eight agreed with, six differed from, Sheffield;

On question 3, twenty-seven agreed with, five differed from, Sheffield;

And on question 4, eight agreed with, thirty-two differed from, Sheffield.

As the matter is of considerable importance, affidavits being often only filed on the last day, and alterations requiring some two days to effect, the committee sanctioned my laying this matter before the legal public in the shape of a letter inviting any correspondence on the subject. In order to put this more clearly, I have added at the foot a form of affidavit of service, showing the parts in which all are agreed, and in italics the portions in which disagreements occur, but, as put before you, the affidavit is in such a form as would be accepted in the Sheffield Registry.

HERBERT BRAMLEY,  
Hon. Sec. Sheffield District Incorporated  
Law Society.

Sheffield, Nov., 1879.

The method in which the above questions are answered in the Sheffield Registry: "1. I, A. B., of, &c., clerk to Mr. —, of the same place, solicitor. 2. A. B., one of the partners in the firm of C. Smith & Co., the above-named defendants. 3. At (place of service), being the principal place of business of the partnership of C. Smith & Co., personally served A. B., the person having at the time of such service the control and management of the partnership there." 4. The words "within the jurisdiction" are here inserted.

In the High Court of Justice, Queen's Bench Division, Sheffield District Registry.—Between John Jones, plaintiff, and C. Smith & Co., defendants.—I, A. B., of, &c. (full address), clerk to Mr. —, of the same place

solicitor, make oath and say: First, that I did on Monday, the first day of September, in the year of our Lord 1879, at ———, being the principal place of business of the partnership of C. Smith & Co., the above-named defendants, within the jurisdiction of this honourable court, personally serve C. D., the person having, at the time of such service, the control and management of the partnership business there [or personally serve C. Smith, one of the partners of the firm of C. Smith & Co., the above-named defendants], with a true copy of a writ of summons which appeared to me to have been regularly issued out of and under the seal of the district registry in Sheffield of Her Majesty's High Court of Justice at the suit of the above-named plaintiff against the above-named defendant, and dated 29th day of August, 1879, and marked 1879, H., No. 2666, to which said writ and copy a memorandum was subscribed and due indorsements were made thereon pursuant to the statute in that case made and provided. Secondly, and I further say that I did afterwards, on the 2nd day of September, 1879, indorse on the said writ the day of the week and month of such service according to the statute in that case made and provided. Sworn, &c.

### Cases of the Week.

**BILL OF SALE—ACT OF BANKRUPTCY—ASSIGNMENT OF WHOLE PROPERTY TO SECURE ANTECEDENT DEBT—AGREEMENT AT TIME OF LOAN—EXCEPTION OF BOOK DEBTS.**—In a case of *Ex parte Burton*, before the Court of Appeal on the 6th inst., the question was whether a bill of sale, executed by a liquidating debtor shortly before he filed his liquidation petition, was void against the trustee in the liquidation as an act of bankruptcy. The bill of sale comprised all the property of the debtor (who was a small retail trader) except his book debts, and it was given in consideration of, and to secure, a loan of £200 made to him by the grantee sometime previously. In the debtor's statement of affairs presented to his creditors he stated that his book debts amounted to £363, and he estimated them as likely to produce £150. Upon this it was urged that they formed a substantial exception from the security. It was also alleged that, at the time when the loan was made, there was an agreement to give a bill of sale to secure it. Upon the evidence the court (JAMES, BAGGALLAY, and THESIGER, L.J.J.), came to the conclusion that the agreement really was that the bill of sale was not to be given until the lender "lost confidence" in the borrower, and that, therefore, the principle of the decision in *Ex parte Fisher* (20 W. R. 849, L. R. 7 Ch. 636) applied. The agreement was in effect to give the security only when the borrower should be on the verge of bankruptcy, and such an agreement could not support the deed. And, though it has been sometimes doubted whether book debts could form a valid exception for this purpose, this doubt being partly founded on the decision in *Ex parte Foxley* (16 W. R. 831, L. R. 3 Ch. 515), the court expressed an opinion that book debts, if of sufficient value, might well form a valid exception, illustrating this by the case of a banker whose assets consist to a great extent of book debts. But, upon the evidence, the court held that in the case before them the book debts did not form an available asset, and, consequently, that the deed was void as against the trustee.

**PRACTICE—STAYING EXECUTION PENDING APPEAL—PROPER COURT TO APPLY TO—ACTION IN ADMIRALTY DIVISION—ORD. 58, r. 16.**—In a case of *The Khedive*, before the Court of Appeal on the 8th inst., an application was made to stay the proceedings under a judgment of the Court of Appeal, pending an appeal to the House of Lords. The question was raised whether the application ought to be made to the Admiralty Division or to the Court of Appeal. The case of *Justice v. The Mersey Steel and Iron Company* (24 W. R. 955, L. B. 1 C. P. D. 575) was cited as showing that in common law actions such an application ought to be made to the division in which the action is brought, through the later case of *Grant v. The Banque Franco-Egyptienne* (26 W. R. 669, L. B. 3 C. P. D. 202) is an

authority to the contrary. The court (JAMES, BAGGALLAY, and THESIGER, L.J.J.) held that the application was properly made to the Court of Appeal. And they made the usual order staying proceedings, except that the costs were to be taxed and paid to the respondent's solicitor, he undertaking to refund them in case the decision should be reversed.

**PATENT—SPECIFICATION—SUFFICIENCY.**—In a case of *Wegmann v. Concoran*, before the Court of Appeal on the 10th inst., the decision of Fry, J. (27 W. R. 357, 23 SOLICITORS' JOURNAL, 121), was affirmed. The action was brought to restrain an alleged infringement of the plaintiff's patent, and Fry, J., dismissed it, on the ground that the specification was insufficient. The patent was for "the invention of an improved machine or apparatus for treating or preparing meal." The invention consisted mainly in passing the meal (produced by the ordinary process of grinding wheat between two grindstones) between a pair of squeezing rollers, in contact with each other, and made to rotate in opposite directions. The specification stated that "the squeezing rollers are to have a surface consisting of material containing so much silica as not to colour the meal or flour. I prefer to make them of iron coated with china, and finely turned with diamond tools." The evidence showed that the material which the plaintiff actually used for his rollers, and the only one which, so far as he knew, would answer his purpose, was a very hard kind of porcelain, not manufactured and known in England, but made for him in Italy. This porcelain contained 73 per cent. of silica, which is a much larger proportion than is contained in what is now commonly manufactured in England as china (which contains only 40 per cent. of silica), and is about the same proportion as is contained in oriental china. What the specification described as a roller made of iron coated with china consisted, in fact, of a very thick, hollow porcelain cylinder, with an iron spindle passing through the centre of it, and forming its axis. If the porcelain cylinder fitted close to the iron spindle, it was liable to crack when the iron became hot, by reason of its unequal expansion as compared with that of the iron. The plaintiff in practice interposed between the porcelain and the iron a bedding of sulphur cement, which became soft when the iron became hot, and thus prevented the cracking. This fact, however, was not stated in the specification. It also appeared that, in order that the surface of the rollers should not disintegrate in the process of squeezing, and thus discolour the meal by the fine particles given off, it was necessary that the material of which they were made should possess the quality of toughness as well as that of hardness, and that the toughness of the material employed by the plaintiff was due to the presence in it of a larger proportion of alumina than is contained in china. This fact also was not stated in the specification. Fry, J., held that the machine could not be constructed by a workman of ordinary skill with the aid of the specification alone, but that further experiments would be necessary, and, consequently, that the specification was bad. And this decision was affirmed by the Court of Appeal (JAMES, BAGGALLAY, and THESIGER, L.J.J.) on the same ground.

**TRUSTEE ACT, 1850, s. 32—"NEW" TRUSTEES—RE-APPOINTMENT OF THREE ORIGINAL TRUSTEES IN PLACE OF FOUR.**—In a case of *In re Harford's Trusts*, before the Master of the Rolls on the 8th inst., a petition was presented asking that three out of four original trustees might be appointed new trustees of a will, the fourth trustee having absconded. JESSEL, M.R., although he felt some doubt as to whether the court could make an order for the re-appointment of the three trustees, as section 32 of the Trustee Act, 1850, required that "new" trustees should be appointed, ultimately made the order, following *In re Stokes* (L. R. 13 Eq. 333).

**COMPANY—ILLEGALITY—WINNING UP—JURISDICTION—COSTS—CONDUCT OF ORDER.**—In a case of *In re Mutual Society*, also before the Master of the Rolls on the 8th inst., a question was raised as to whether the society was not an illegal association under the Lottery Acts, on the ground that certain benefits were secured for its members by means of drawings by lot. The object of the company was to

obtain loans from its members and to lend these sums again, giving the depositors a right to preferential loans by means of drawings. Three petitions had been presented to wind up the company on the ground of its insolvency, and an *interim* liquidator had been appointed. An action had also been commenced against the company to have it declared that it was an illegal society, and for a distribution of the funds amongst the members. The petitions were mentioned on the 8th inst., and it was then suggested that the winding-up order should not only be made on the petitions, but also in the action, so as to obviate any question as to the jurisdiction of the court to make the order. JESSEL, M.R., accordingly made an order in all the petitions and also in the action. He directed all further proceedings in the action to be stayed, except for the purpose of carrying out the order, and he directed the costs of the action to be costs in the winding up. To avoid any discussion as to the conduct of the winding-up order, his lordship said he would allow all the parties to support in chambers their own nominees for the position of official liquidator, and he said that the petitioner to whom he gave the present carriage of the order was not to have any preference therein. As to the costs of one of the petitioners, his lordship said that, although he should not at present make any order, he should reserve himself the liberty of refusing that petitioner his costs at some future time in case he should find it necessary. His lordship allowed one set of costs amongst the depositors who appeared in support of the petition.

**LEASE OF BUILDING USED AS DISSENTING CHAPEL—INROLMENT—CHARITY—NEW TRUSTEES—9 GEO. 2, c. 36—PETO'S ACT (13 & 14 VICT. c. 28).—STATUTE OF LIMITATIONS (3 & 4 VICT. c. 27), s. 34.**—In a case of *Bunting v. Sargent*, before the Master of the Rolls on the 4th inst., an important question arose as to the right of a freeholder to recover possession of a building used since 1774 as a dissenting chapel. In that year a lease of the plot of ground, with the building erected thereon, was granted to six persons described as trustees, for a term of ninety-nine years, at the yearly rent of one shilling, reserving to the lessees the right to use and enjoy the door for the purpose of entry into their pews, and containing a covenant for renewal at the end of the term, on notice to be given as therein provided. The building had been since used as a dissenting chapel, but the lease had not been inrolled pursuant to 9 Geo. 2, c. 36. Appointments of new trustees of the chapel had from time to time been made, and on the 28th of May, 1873, the former trustees having all resigned, at a meeting of the members of the chapel, duly held under Peto's Act (13 & 14 Vict. c. 38), the defendants to the action were appointed trustees. It appeared that during a period of twenty years no rent had been paid for the chapel, but that within six years before action the arrears of rent, as such, had been paid to the lessees. A notice had been served on the plaintiff in accordance with the covenant in the lease for renewal, but he now brought this action claiming possession of the chapel on the ground that the lease was void. The defendants contended that the lease was not granted for a charitable purpose so as to require inrolment, and they also relied on the Statute of Limitations (3 & 4 Will. 4. c. 27), s. 34. JESSEL, M.R., was of opinion, first, that the plaintiff was not barred by the adverse possession; secondly, that there was sufficient evidence from the terms of the lease, the reservation of access to the pews, the user of the building as a chapel, and the appointment of trustees under Peto's Act, to show that the building was demised for the purpose of a chapel, and that being a charitable purpose within the meaning of the Mortmain Act, the lease was void. He accordingly gave judgment in favour of the plaintiff for possession and for the costs of the action.

**PRACTICE—ACTION AGAINST COMPANY—PETITION PRESENTED FOR WINDING UP—UNDERTAKING NOT TO ADVERTISE.**—In an action of *Bolckow, Vaughan, & Company v. Keeble*, a motion was made by leave, before Malins, V.C., on the 10th inst., to restrain the advertisement by the defendant of a petition presented by him for the winding up of the company until the trial of an action brought by him to establish his debt, which was disputed. The company was a very large concern, and there was no ground for alleging that it was insolvent. There was evidence for the

motion that the master of one of the common law divisions had refused to allow the defendant to sign judgment for his debt under ord. 14, r. 1, and that the master's decision had been affirmed on appeal. For the defendant it was stated that he had experienced difficulty in ascertaining who were the proper parties to sue for use and occupation of premises belonging to him, that his action was not framed against the company, who he now discovered were liable to him, and that he required time to answer the company's evidence on this motion. MALINS, V.C., said that a petition was not the proper way to assert a disputed liability, and that unless the defendant undertook not to proceed with the advertisement of his petition, he should grant the injunction. An undertaking was given accordingly for a month in terms of the notice of motion.

**HUSBAND AND WIFE—AGREEMENT TO EXECUTE SEPARATION DEED—PROVISION FOR CUSTODY OF CHILDREN BY WIFE—SPECIFIC PERFORMANCE—INFANTS' CUSTODY ACT, 1873 (36 & 37 VICT. c. 12), s. 2.**—In a case of *Woodgate v. Watson*, before Fry, J., on the 8th inst., the action was brought by a wife for the specific performance of an agreement by her husband to execute a separation deed. The agreement provided that the wife should have the custody of the infant children of the marriage. Section 2 of the above Act provides that no agreement contained in any separation deed shall be held to be invalid by reason only of its providing that the father shall give up the custody of infant children to the mother, "provided always that no court shall enforce any such agreement if the court shall be of opinion that it will not be for the benefit of the infant or infants to give effect thereto." FRY, J., said that, though the Act refers in express terms only to deeds of separation, yet the court would decline to enforce the specific performance of an agreement to execute a deed which would violate the provisions of the Act. But in the case before him his lordship was of opinion, on the evidence, that it would be for the benefit of the infants that the mother should have the custody of them. He also expressed an opinion that the *onus* of showing that this would not be for the benefit of the infants was on those who disputed it. Specific performance was accordingly decreed.

**VENDOR AND PURCHASER—LIMITED TITLE—CONDITION OF SALE—DEFECT DISCLOSED BY VENDOR.**—In a case of *Smith v. Robinson*, before Fry, J., on the 8th inst., the question was whether a condition of sale was binding on a purchaser of real estate. The condition provided that the abstract of title should commence with a deed dated the 30th of December, 1877, and that no earlier or other title should be required or inquired into by the purchaser. The vendor's solicitor furnished the purchaser's solicitor with an abstract of title beginning with a will dated in 1768 (this being a copy of an abstract which had been furnished to the plaintiff when he bought the property), sending at the same time a letter, in which he said that he sent the abstract "without prejudice to the conditions of sale." Among the deeds set forth in the abstract was a lease of the property, dated the 30th of December, 1853, from one Fish to one Fisher, for a term of thirty years from the 25th of March, 1853, at a rent of £80. Fisher afterwards acquired the reversion in fee, and by his representatives the property had been sold to the present vendor. When the purchaser's solicitor attended at the office of the vendor's solicitor to examine the deeds, a bundle of deeds was handed to him, and in it he discovered a deed not mentioned in the abstract. This deed purported to be the counterpart of a lease, dated the 9th of April, 1851, by which one Smith demised the property to Fisher for a term of thirty-one years from the 25th of December, 1851, less seven days, at a rent of £49, the rent being reserved to Smith's executors, administrators, or assigns. Upon this discovery being made the purchaser required to be satisfied that Smith's own leasehold interest had been surrendered, and the vendor not being able to give any satisfactory explanation, the purchaser refused to complete, and the action was brought by the vendor for specific performance of the contract for sale. FRY, J., held that, inasmuch as the defect in the title had not been discovered through any requisition or inquiry made by the purchaser, but had been disclosed by the vendor's own act



the condition did not apply, and the purchaser was not bound by it. But, as the purchaser had stipulated originally for only a ten years' title, his lordship held, as was held by the Court of Appeal in the recent case of *In re Bannister* (27 W. R. 826, L. R. 12 Ch. D. 131, 23 SOLICITORS' JOURNAL, 562), that he was only entitled to a good holding title. And he put the vendor to his election whether he would have his action dismissed with costs, or whether he would have an inquiry if he could make a good holding title to the property. If he elected to take the inquiry he must pay the costs of the action up to and including the trial. The subsequent costs would be reserved, with liberty to apply. His lordship was of opinion that the fact that the letter accompanying the abstract was expressed to be "without prejudice to the conditions of sale" could have no operation on the subsequent handing over of a deed which was not comprised in that abstract.

**PRACTICE—APPEAL FROM COUNTY COURT—ADJOURNMENT BY VACATION JUDGE—38 & 39 VICT. c. 50, s. 6.**—In the case of *Button v. The Woolwich Mutual Building Society*, which was an appeal from the decision of the judge of the Greenwich County Court, application was made in the Queen's Bench Division, on the 6th inst., for a rule for a new trial. The case had been tried at Greenwich on October 15, when the county court judge non-suited the plaintiff. Application was thereupon duly made under 38 & 39 Vict. c. 50, s. 6, within eight days from this decision, for a new trial to Bowen, J., sitting at chambers as Vacation Judge. Bowen, J., adjourned the case in order that a copy of the judge's notes might be obtained, and, the notes having been obtained, it came on again before Lindley, J., sitting as Vacation Judge. Lindley, J., adjourned the case to be heard by the full court, and, in pursuance of his order, the application was now made. The court (FIELD and MANISTY, JJ.) were, however, of opinion that they could not hear the motion. They had no original jurisdiction, for the eight days within which an appeal must be made had long elapsed. They had no jurisdiction, as a Court of Appeal, from the decision of the Vacation Judge. And the judge had no power to adjourn the case to a full court, but was bound to hear the case out, the application having been rightly made to him in the first instance. They, therefore, refused to hear the motion.

### THE LANCASHIRE ASSIZES.

MR. WILLIAM BARTLETT, president of the Incorporated Law Society of Liverpool, has received a letter from the principal secretary to the Lord Chancellor, in which he says:—"I am directed by the Lord Chancellor to acknowledge the receipt of your letter of the 1st inst. upon the subject of the civil assizes in Lancashire, and in reply to inform you that the next civil assize at Liverpool will be held during the winter circuit, which begins early in January next. The Lord Chancellor entirely agrees with the view of your society that there should be not less than three civil assizes in Lancashire during the year; but his lordship thinks that the institution of a fourth civil assize which was advocated in the memorial of June last, and other communications from your society, is not possible with the existing staff of judges. The question, therefore, which had to be decided when the four annual assizes were instituted was at which three of them it was most desirable in the interests of the public and of the gentlemen practising in the courts at Liverpool and Manchester that civil business should be taken. In consequence of a communication from the bar of the Northern Circuit and the recommendation of a committee of judges appointed to consider this subject, it was at first resolved that the three civil assizes in Lancashire should be held during the autumn, winter, and summer circuits. Consequently such assizes were held in October, 1879, and in January and July of this year. Subsequently, however, it was pointed out by your society, in a letter forwarded to the Lord Chancellor by Mr. Rathbone, that, from considerations chiefly connected with the long vacation, the better arrangement would be that the civil assize should be held upon the winter, spring and summer circuits, and in accordance with that view, which seemed to be the one approved in Lancashire, it has been determined to discontinue the holding of an assize for civil business in October, and to hold the three civil assizes in January, April, and August."

## Obituary.

### MR. HENRY SAUNDERS.

Mr. Henry Saunders, solicitor, died at his residence, Franche, Kidderminster, on the 31st ult., after a few days' illness, in his eighty-first year. Mr. Saunders was admitted a solicitor in 1836, and had ever since practised at Kidderminster. He was originally in partnership with the late Mr. Adams Yates Bird, the firm being afterwards joined by Mr. George Adams Bird. He was at a later period associated with his son, Mr. Henry Saunders, jun. (who was for several years town clerk of Kidderminster), and still more recently with Mr. Frederick Burcher. Mr. Saunders held a large number of public appointments. He had been clerk to the guardians of the Kidderminster Union ever since its formation, and he was also clerk to the Assessment Committee and Rural Sanitary Authority, and superintendent-registrar for the district. He was clerk to the borough and county magistrates, to the Kidderminster Burial Board, to the feoffees of the Free Grammar School, and vestry clerk of the parish of Kidderminster. Mr. Saunders was an active supporter of the Conservative party in the district, but was very highly esteemed by all parties. He was buried at Wolverley Church on the 3rd inst. The Board of Guardians and Burial Board have passed resolutions expressive of condolence with the family of the deceased.

### MR. JOHN CASE.

Mr. John Case, solicitor, of Maidstone, died at his residence at East Farleigh, on the 5th inst., after a very short illness. Mr. Case was the eldest son of Mr. William Case, controller of customs at Portsmouth, where he was born in 1803. He served his articles with his uncle, the late Mr. William Gunner, of Bishop Waltham, and he was admitted a solicitor in 1825. A year or two later he settled at Maidstone, where he remained in practice until his death. He was in partnership with his son, Mr. Charles Alfred Case, who was admitted a solicitor in 1868. Mr. Case was a perpetual commissioner for the county of Kent, and held several important appointments. He had been for forty-four years clerk to the magistrates for the borough of Maidstone, and he was also high bailiff of the Maidstone County Court, and clerk to the Lieutenancy for Kent. He was solicitor and secretary to the Maidstone Waterworks Company, of which undertaking he had been one of the principal promoters. For thirty-two years he was honorary secretary to the Kent Law Society, and in 1877 he resigned the office in favour of his son, and was presented by the members of the society with a handsome service of plate. Mr. Case was an active Liberal, and took a warm interest in local business. He was a member of the Maidstone School Board, and churchwarden of St. Peter's Parish. His death was very sudden. On Saturday, the 1st inst., he attended the borough petty sessions, but on the following Wednesday he died from erysipelas. He leaves ten children. He was buried at the Maidstone Cemetery on the 11th inst.

### MR. GEORGE BRIGHT FOOTNER.

Mr. George Bright Footner, solicitor, of Romsey, died at his residence at that place, on the 5th inst., from paralysis, after only three days' illness. Mr. Footner was born in 1801, was admitted a solicitor in 1823, and had practised at Romsey for fifty-six years. He was a commissioner to administer oaths in the Supreme Court of Judicature, and a perpetual commissioner for Hampshire, and his private business was very extensive. He was for many years clerk to the Commissioners of Pavements for the borough of Romsey. He was associated in partnership with his son Mr. George Maugham Footner, who was admitted a solicitor in 1854, and is registrar of the Romsey County Court, and clerk to the Stockbridge Board of Guardians and to the Romsey Highway Board.

### [MR. FREDERICK CHARLES STEGGALL.

Mr. Frederick Charles Steggall, solicitor, town clerk of Weymouth, died a few days ago at his residence, Rodwell

Lodge, Weymouth. Mr. Steggall was admitted a solicitor in 1829, and commenced to practise at Bury St. Edmunds, but two or three years later he removed to Weymouth, where he continued in practice until his death. He was elected town clerk of the borough in 1842, and held the office for thirty-seven years. He was also for several years clerk to the Local Board of Health, and he was a commissioner to administer oaths in the Supreme Court of Judicature and a perpetual commissioner for Dorsetshire. Mr. Steggall had been for several years associated in partnership with Mr. Pelly Hooper, the deputy-coroner for the Island of Portland. His health had been long failing and Mr. Hooper had acted as deputy town clerk.

#### MR. WILLIAM WILSON, M.P.

Mr. William Wilson, solicitor, M.P. for Donegal, died on the 8th inst. after a short illness. Mr. Wilson was the second son of Mr. William Wilson, solicitor, of Raphoe, Donegal, and he was born in 1836. He was educated at the Raphoe Royal School. He was admitted a solicitor in Ireland in 1860, and practised for several years at Raphoe. In August, 1876, on the death of Mr. Thomas Conolly, Mr. Wilson came forward as a candidate for the representation of the county of Donegal in the Conservative interest, and succeeded in defeating Mr. Thomas Lea by a majority of ninety-nine. He gave a general support to the present Government, though on a few questions (as in the case of the Ulster Tenant Right and the Burials Bill) he took an independent course. Mr. Wilson was a widower.

### Appointments, &c.

Mr. FREDERICK ACTON, solicitor, of Nottingham, has been elected Sheriff of the Town and County of the Town of Nottingham for the ensuing year. Mr. Acton was admitted a solicitor in 1871.

Mr. LEWIS BISHOP, solicitor, of Llandilo, has been unanimously elected Clerk to the County Magistrates at that place, in succession to Mr. Nathaniel Davies, deceased. Mr. Bishop was admitted a solicitor in 1866, and is registrar of the Llandilo County Court.

The Rev. ALFRED THROPHILUS LEE, LL.D., has been elected Preacher to the Honourable Society of Gray's-inn, in succession to the Ven. James Augustus Hessey, D.C.L., resigned.

Mr. JOSEPH MAKINSON, barrister, has been appointed a Magistrate for Lancashire. Mr. Makinson was educated at Owens College, Manchester, and was formerly scholar of Clare College, Cambridge, where he graduated as a senior optime in 1859. He was called to the bar at Lincoln's-inn in Trinity Term, 1864, and was a member of the Northern Circuit, practising locally at Manchester. He was for several years deputy-coroner for that city, and, in July, 1878, he was appointed stipendiary magistrate for the borough of Salford.

Mr. HUGH NEVILLE, barrister, has been appointed Assistant-Secretary to the Royal Commission on Agriculture. Mr. Neville is a graduate of Exeter College, Oxford. He was called to the bar at the Inner Temple in Easter Term, 1875, and he is a member of the Western Circuit.

Mr. GILES SYMONDS, solicitor, of Dorchester, has been elected Clerk to the Governing Body of the Dorchester Grammar School. Mr. Symonds is town clerk of Dorchester, clerk to the borough and county magistrates, registrar of the Dorchester County Court, district registrar under the Judicature Acts, and one of the coroners for the county. He was admitted a solicitor in 1834, and is in partnership with his son, Mr. Henry Symonds, who is clerk to the Stretton School Board.

Mr. GEORGE WHALE, solicitor, of 3, Farnival's-inn, and of Woolwich, has been elected Clerk to the Plumstead District Board of Works, in succession to Mr. William Farnfield, deceased. Mr. Whale was admitted a solicitor in 1872.

#### LEGAL MAYORS.

Mr. JOHN DINGLEY, solicitor (of the firm of White & Dingley), of Launceston, has been elected Mayor of that borough for the ensuing year. Mr. Dingley is clerk to the Launceston Board of Guardians, Assessment Committee, and Rural Sanitary Authority. He was admitted a solicitor in 1851, and is in partnership with Mr. George Graham White, the registrar of the Launceston County Court.

Mr. GEORGE HENRY GARRARD, solicitor (of the firm of New, Prance, & Garrard), of Evesham and Alcester, has been elected Mayor of the Borough of Evesham for the third time. Mr. Garrard was admitted a solicitor in 1852, and is clerk to the Evesham Highway Board, and the Bengeworth Burial Board. His senior partner, Mr. Herbert New, is registrar of the Evesham County Court.

Mr. GEORGE DEVEREUX HARRISON, solicitor, of Welchpool, has been elected Mayor of that borough for the ensuing year. Mr. Harrison was admitted a solicitor in 1871, and is registrar of the Welchpool County Court, and clerk to the county magistrates.

Mr. JOHN HOLYOAKE, solicitor, of Droitwich, has been elected Mayor of that borough for the fourth time. Mr. Holyoake was admitted a solicitor in 1838.

Mr. FREDERICK JOHNSON, solicitor, of Faversham, has been elected Mayor of that borough for the ensuing year. Mr. Johnson was admitted a solicitor in 1868, and is one of the borough aldermen.

Mr. WILLIAM NICHOLS MARCY, solicitor, of Bewdley, has been elected Mayor of that borough for the ensuing year. Mr. Marcy was admitted a solicitor in 1834, and is clerk of the peace for Worcestershire, and clerk to the county magistrates at Bewdley.

Mr. BENJAMIN MARSHALL, solicitor, of Barnsley, has been re-elected Mayor of that borough for the ensuing year. Mr. Marshall was admitted a solicitor in 1832, and is in partnership with Mr. James Owensworth.

Mr. HENRY RANCE, solicitor, of Cambridge and Ely, has been re-elected Mayor of the Borough of Cambridge for the ensuing year. Mr. Rance is one of the borough aldermen. He was admitted a solicitor in 1828, and is in partnership with his son, Mr. Henry William Henniker Rance.

Mr. HENRY MARRIOTT RICHARDSON, solicitor, of Bolton, has been elected Mayor of that borough for the ensuing year. Mr. Richardson was admitted a solicitor in 1847, and is one of the borough aldermen.

Mr. PHILIP PROTHEROE SMITH, solicitor, of Truro, has been elected Mayor of that borough for the ensuing year. Mr. Smith is the brother of the Right Hon. Sir Montague Smith. He was admitted a solicitor in 1832, and is one of the borough aldermen, and secretary to the Vice-Warden of the Stannaries.

Mr. ALFRED OXNARD SMITH, solicitor (of the firm of Watson & Smith), of Durham, has been elected Mayor of that city for the ensuing year. Mr. Smith is deputy clerk of the peace, and acting under-sheriff of the county of Durham. He was admitted a solicitor in 1873, and is in partnership with Mr. John Watson, who is registrar of the Durham Court of Chancery.

Mr. THOMAS STEPHENSON, solicitor (of the firm of Eldridge & Stephenson), of Beverley, Hull, and Hornsea, has been elected Mayor of the Borough of Beverley for the ensuing year. Mr. Stephenson is one of the borough aldermen. He was admitted a solicitor in 1871, and is in partnership with Mr. John Robert Westerdale Eldridge.

Mr. GEORGE WILLIAM THOMAS, solicitor, of Boston, has been elected Mayor of that borough for the ensuing year. Mr. Thomas was admitted a solicitor in 1865.

Mr. ARTHUR VIZARD, solicitor, of Monmouth, has been elected Mayor of that borough for the ensuing year. Mr. Vizard was admitted a solicitor in 1868, and is in partnership with Mr. John Endell Powles.

Mr. HENRY MONEY WAINWRIGHT, solicitor, of Dudley, has been elected Mayor of that borough for the ensuing year. Mr. Wainwright was admitted a solicitor in 1836.

#### DISSOLUTIONS OF PARTNERSHIP.

JAMES JAMES and THOMAS HORWOOD, solicitors, Ayles-

bury (James Horwood). June 30. (Alister Macfarquhar James and Thomas Horwood will carry on the business in partnership). (*Gazette*, November 7.)

EDWIN SINGLETON and GEORGE MARTINSON, solicitors, Kingston-upon-Hull (Singleton & Martinson). November 1. (*Gazette*, November 7.)

RUSSELL H. W. BIGGS and JOHN A. SMITH, solicitors, Harrington-street, Liverpool, and 103, Park-road, Tottelth-park. (Biggs, Smith, & Co.) October 29. (*Gazette*, November 7.)

CHARLES OLDHAM and WILLIAM ALLITT CANNING, solicitors, 40, Parade, Leamington (Oldham & Canning). October 15. (*Gazette*, November 11.)

## Companies.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

BRITISH AND FOREIGN FIRE OFFICE, LIMITED.—The M.R. has, by an order dated July 1, appointed John Earle Hodges, Abchurch lane, to be official liquidator. Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts and claims, to the above. Dec 22, at 11, is appointed for hearing and adjudicating upon the debts and claims.

BRITISH SEAMLESS PAPER BOX COMPANY, LIMITED.—The M.R. has fixed Nov 17, at 11, at his chambers, for the appointment of an official liquidator.

FRANCO FRUIT AND VEGETABLE EXPORT COMPANY (LATE CHAMPAGNE FINE), LIMITED.—Petition for winding up, presented Nov 4, directed to be heard before V.C. Bacon, on Nov 15. Smallman, Queen st, Cheapside, solicitor for the petitioner.

LONDON AND PALATINE FIRE INSURANCE COMPANY, LIMITED.—V.C. Hall has fixed Nov 18, at 12, at his chambers, for the appointment of an official liquidator.

WESTMINSTER ASSOCIATION, LIMITED.—The M.R. has fixed Nov 19, at 12, for the appointment of a liquidator.

[*Gazette*, Nov. 7.]

COLE HARBOR LAND COMPANY, LIMITED.—V.C. Bacon has, by an order dated Aug 9, appointed Charles Chastors, Queen Victoria st, to be official liquidator. Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims, to the above. Mar 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

##### UNLIMITED IN CHANCERY.

LOUTH AND EAST COAST RAILWAY COMPANY.—Petition presented Oct 10, praying the confirmation of a scheme of arrangement, directed to be heard before V.C. Mallins, on Nov 28. Any person who may be desirous to oppose the making of an order for the confirmation should enter an appearance at the office of the Clerks of Records and Writs, on or before Nov 25. Kime, Bedford row, agent for Wilson and Son, Louth, solicitors for the petitioners.

[*Gazette*, Nov. 11.]

#### COUNTY PALATINE OF LANCASTER.

##### LIMITED IN CHANCERY.

ROCHDALE PAPER MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented Nov 8, directed to be heard before the V.C., on Nov 24, at Stone buildings, Lincoln's inn, at 10.30. Addleshaw and Warburton, Manchester, solicitors for the petitioner.

[*Gazette*, Nov. 11.]

#### FRIENDLY SOCIETIES DISSOLVED.

MARGATE INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, High st, Margate, Kent. Nov 5.

[*Gazette*, Nov. 7.]

MUTUAL FRIENDLY SOCIETY, Blackett st, Newcastle-on-Tyne. Nov 7.

[*Gazette*, Nov. 11.]

In the course of the *Nisi Prius* sitting at Westminster, on Wednesday, Mr. Justice Denman said he had been asked by Mr. Justice Field, who had finished his list, to send a case down to him. Mr. Kemp, Q.C., appealed to his lordship not to send from his court the sole remaining case. Two cases in which he was engaged with the same junior had purposely been put in the same list, so that both might have proper attention. His junior had handed his brief over to a gentleman to take a note, and was himself engaged elsewhere. Mr. Justice Denman said that attorneys ought to know that some gentlemen were in such practice that they could not attend to their cases in Westminster Hall. It was really a disgrace to the bar that they accepted briefs and left them at Westminster Hall while they were elsewhere. The taxing masters were lenient as to the number of counsel allowed for the express purpose of meeting such a difficulty as the present. He could not blame Mr. Kemp in the matter, as he had done all that lay in his power. Hardship might be the result were he to send the case to Mr. Justice Field, but he felt very strongly on the subject.

## Societies.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., the following directors being present:—Messrs. Asker (of Norwich), Brook, Hedger, Kays, Keen, Pennington, Price, Rickman, Roscoe, Smith, Styan, Veley (of Chelmsford), Williamson, and Woolbert (Mr. Eiffe, secretary). Mr. Sidney Smith was elected chairman, and Mr. John Lewis (of Wrexham) was elected deputy-chairman of the board for the ensuing year. A sum of £370 was distributed in grants of assistance among necessitous members of the profession and their widows and families; twelve gentlemen were admitted members of the association; and other general business transacted.

### BOLTON INCORPORATED LAW SOCIETY.

The following is the annual report of the committee, for the year ending October 31, 1879:—

Your committee have to state that the duties devolving upon them appertaining to the internal economy of this society, in gradually getting the same into working order during the ten months that have elapsed since its incorporation, have occupied much time and attention. They believe that they have succeeded in establishing this society in good working order; and with the ground thus prepared, and with a hope that their successors in office will gradually carry out all the objects mentioned in the memorandum of association, they present the following report to the society.

*Incorporation of the Society and Members.*—The incorporation of this society took place January 10, 1879, and the readiness of the members of the old society to contribute towards the expenses of incorporation, coupled with the fact of all the old members (except two) and eleven new members, having joined this society, confirms the policy of those who advocated its incorporation.

This society numbers fifty-five members, and comprises all the practising solicitors in Bolton but ten, three of whom have recently intimated their intention shortly to apply for admission.

*Obituary.*—The profession has sustained a severe loss in the death on the 27th of November, 1873, of John Gordon, Esq., late clerk of the peace and vice-president of the old society, in which he always took a strong and personal interest, and in the committee of which he was an energetic and valuable member for many years. He was a warm advocate for the incorporation of the society, and had he lived a few months longer would have seen his wishes gratified, and have also completed his fiftieth year of practice in this town. Those who have associated with him in practice will ever remember him with a kindly feeling, and, by all, his name will ever be remembered with respect.

*Finance.*—The treasurer's accounts are appended; they have been audited under article 17.

The balance of £26 6s. 8d. due to the treasurer November 1, 1878, has been wiped off, and there is a balance in hand of £13 4s. 1d.

*Library.*—The third object of the memorandum of incorporation, namely, the acquisition of the library, has been attained, and the library is now the property of this society.

Bye-laws for its use have been made and issued to members, and came into operation on the 1st day of November, 1879. Your committee have considered it desirable to impose small fines for detention of books, not so much with the object of gaining income as to secure the due return of books, and to avoid the complaints which have been hitherto made of undue detention.

Your committee, although empowered to impose an annual subscription on all members using the library, have considered it impolitic so to do, and have thrown open the library to all the members of this society free of charge.

Owing to the balance against the society at the commencement of the year, and the extraordinary expenses necessarily incurred in incorporating the society, beyond those which have been met by contributions, your committee have been unable to purchase any new treatises. They hope, however, that the funds will permit the addition



of new books to the library during the year commencing November 1, 1879.

*Points of Practice.*—Your committee have not been required to exercise any of the powers committed to them under the 3rd, 6th, or 12th head of article 24.

Proceedings were taken by the Incorporated Law Society of the United Kingdom against Walter Scowcroft (who is referred to in the report of last year) at the instance of the old society, and he was struck off the rolls in March last.

*Articled Clerks.*—There are now twenty-one articled clerks in Bolton, as against twenty-eight in November, 1878, one clerk has been articled since 1st of November, 1878, and six have passed their final examination, of whom Thomas Rothwell Haslam (articled to Mr. Ramwell), and James Hamilton Clegg (articled to Mr. John Hall) respectively gained honours and the Incorporated Law Society's Prize of £5 5s. in books. Four clerks have been admitted solicitors.

In last year's report of the committee of the old society, the Bolton Articled Clerks' Society (established in 1876) was alluded to as having been well supported and promising to be successful. Your committee are glad to find that the society is undoubtedly becoming well established and productive of much good to its members. They would urge upon the members of this society the desirability of encouraging the articled clerks in their endeavours to improve themselves by personally attending their meetings occasionally.

The vice-president, Thos. Holden, Esq., has kindly promised £5 5s. to be appropriated for prizes in books to be given to articled clerks on conditions to be settled by the president of the Articled Clerks' Society, and has also presented to the library a set of the *Law Magazine* for the use of articled clerks as well as members.

*Conditions of Sale.*—At the last annual meeting of the old society, a committee was appointed with instructions to settle finally the draft conditions of sale which it was ordered should be adopted by the society. Owing to the death of one of the committee and the retirement from the society of another, before the conditions were settled, your committee, under article 21, No. 5, appointed a sub-committee who have finally settled such draft conditions of sale, and the same will be submitted to the annual general meeting for confirmation and adoption.

*Appointment of Officers and Committee.*—By article 20 the officers all retire from office at the annual general meeting but are re-eligible provided they remain members of the committee. One-third of the committee also retire from office but are re-eligible.

Their names having been determined by the committee are as follows:—Thomas Lever Rushton, Thomas Holden, James Greenhalgh, John Hall.

*Auditors.*—By article 17 two auditors, being members not on the committee, are to be appointed at the annual general meeting.

*The Incorporated Law Society of the United Kingdom.*—The vice-president, Mr. Holden, attended the annual meeting at Cambridge, on October 7 and 8 last, as the representative of this society.

*Rules of Practice.*—Your committee by virtue of the powers reposed in them under article 21, No. 3, have re-established as rules in practice certain resolutions which were made binding upon the members of the old society in November, 1875, and which are contained in No. 16 of the rules of the old society. Any member can have a copy on applying to the hon. secretary.

Your committee also, on April 16, 1879, passed the following resolution relative to the attestation of the execution of bills of sale:—"That in the opinion of this committee it is not desirable for any member of this society to attest the execution of any bill of sale pursuant to section 10 of the Bills of Sale Act, 1878, unless such bill of sale has been prepared by a practising solicitor, and that the fee for such attestation only should not be less than 6s. 8d."

*Salford Hundred Court of Record.*—Your committee have considered it desirable in the interests of the public to endeavour to obtain an order of the court limiting the costs in all cases when the debt sued for does not exceed £10 to the scale of the county court costs. With this object a deputation waited upon the deputy-registrar of the court on the 28th of October, 1879; and the matter is now under consideration, and your committee hope the result may prevent the recurrence of well-grounded complaints of excessive costs hitherto made in actions in that court.

## Law Student's Journal.

### LAW STUDENTS' SOCIETIES' CONGRESS.

The first of a series of three meetings of a general congress of the various law students' societies in England, convened under the auspices of the United Law Students' Society, London, was held at the Law Institution on Friday week, at two o'clock, under the presidency of John Moxon Clabon, Esq., solicitor, vice-president of the Incorporated Law Society, when delegates from eighteen societies attended.

The CHAIRMAN, in his opening address, said that the education of law students had received a great deal of his attention during recent years. Speaking from his own experience, he would recommend them to attend diligently to practice during their articles, to read twice the necessary law books, and to avoid the baneful system of cramming, which tended to create habits of indolence, inasmuch as the student delayed commencing his studies, trusting with the help of a crammer to get through at last. When he was a student, there were lectures and a final examination only, a preliminary examination on subjects of general education was first added; and then the intermediate on specified books to come about the middle of the articles, so that the pupil must have done something during the first half of his time. Lectures were then introduced, to which classes had been since added, and subsequently special lectures to students for the intermediate examination, and finally honours examinations were to begin with 1880. Therefore a great improvement had taken place in the education of law students within the last thirty or forty years; but still he believed any suggestions which the congress might make for the improvement of the lectures, classes, and examinations would receive great attention on the part of the Council of the Incorporated Law Society.

Mr. F. J. LESLIE then read a paper on the subject of "The Present Education of Articled Clerks, with Special Reference to the Examinations of the Incorporated Law Society." The present preliminary examination, he thought, was not sufficient to test the student's capabilities for the subsequent practice of the profession. Its failure was notorious, and he would suggest that it be raised to the standard of what was known as a liberal education, comprising a knowledge of the English language, algebra, and geometry, subjects which could not be learned by rote in two or three weeks. A too easy preliminary examination, also, would be the cause of students not being kept so long at school as they otherwise would be, as a boy of fifteen or sixteen could easily pass the examination, and then he was taken from school and immediately articled. Passing to the actual service of the clerk under articles, he could only express his surprise at the total absence of any organized system of training for him. Too much stress was laid in this respect upon the neglect of the principals. He would advocate the appointment by the Law Society of gentlemen in various parts of the country to deliver lectures on the principles of jurisprudence and of law to students in the first year of their articles; let attendance at a certain number of lectures be made compulsory, and every articled clerk pass an examination at the end of the first year on the subject of the lectures. Then a preliminary examination might still be held at the expiration of half of the term of the articles; but it would be a great advantage to have a reader or tutor appointed to whom, at stated times, the student might resort for assistance in his reading. With regard to the examination itself it should be more severe, and should last for two days. He would strongly urge upon the Incorporated Law Society the desirability of making the intermediate examination competitive and of providing a series of prizes. A fund for that purpose might be raised by each law students' society guaranteeing a sum of £5 a year. In that way about £130 could be raised, and he was sure the prize would be regarded as worth working for. With regard to the institution of a distinct examination for honours, that had met with almost unanimous approval, but he suggested that the field of examination was too wide, and tended to encourage a superficial knowledge of a great variety of subjects. The candidate should be allowed only to take up a certain number of subjects, the choice being left to his own discretion, and an option should be given of taking either of the three divisions of probate and divorce, admiralty, and ecclesiastical law. He would also recommend that the

honours examination should be limited to those who had already passed, and that it should not be held till the result of the final examination was known.

Mr. BAYNES W. SUMBERTHWAIT (Leeds) then proposed the following resolutions for discussion:—

"That the provisions now made for the education of articulated clerks require extension and amendment, and that the special attention of the Incorporated Law Society should be at once directed to the attainment of the following objects:—

"(1) The imposition of a more severe test of general education than that of the preliminary examination as now conducted.

"(2) The institution of a separate examination in the principles of general jurisprudence, to be passed at the expiration of the first year of service.

"(3) The classification according to merit of successful candidates at the intermediate examination, and the award of prizes to those deserving such distinction.

"(4) The excision of the subjects of probate and divorce, admiralty, and ecclesiastical law from the honour subjects at the final examination, since, in the opinion of this congress, an acquaintance with them, whilst generally useless, is necessarily acquired at the expense of a sound knowledge of the more important subjects of common law, equity, and conveyancing.

"(5) The introduction of *vidæ voce* in every examination in legal subjects."

Mr. A. WHITEHOUSE (Wolverhampton), in seconding the resolutions, supported the introduction of a severer preliminary examination, and deprecated the system of making known the books on which the examinations would be held. He did not think a student could be expected to pass an examination in general jurisprudence at the end of the first year of service, but he heartily supported the suggestion as to the awarding of prizes in the third resolution. He could not support the excision of probate and divorce law from the honours examination, inasmuch as the necessity for a knowledge of the branch occurred in every practice occasionally; but that did not apply to admiralty and ecclesiastical. He could not support the introduction of *vidæ voce* because he thought it would tend to increase cramming. The questions at present asked at examinations were of a too crammed character, and it was impossible for the student to answer them in the time allotted unless he had got them put in his mind. The questions should be of a character to show that the student not merely knew the law but understood it. For instance, a lithographed abstract might be prepared and the student required to draw a draft upon it.

Mr. G. BATEMAN NAPIER (hon. secretary of the Law Students' Debating Society, London) thought they had made out at least a *prima facie* case for a severer preliminary examination. The better education of the law student was a means of improving the *status* of the profession, and would tend to keep out of the profession incompetent persons. For a fairly educated man five years of articles was too long, but the term could not be shortened unless a higher standard of proficiency were required before entering into them. If a severer preliminary examination were enforced, the term of the articles should then be reduced to four years, for members of universities to three years, and no clerk should enter into articles till eighteen years of age. On the whole he gave the proposed reforms his hearty support.

Mr. J. B. WHEELWRIGHT (Bradford), in supporting the first resolution, advocated the abolition of judges' orders for the admission of ten-year men; but as to the second resolution, thought what was required was rather the improvement of the present examinations than the institution of fresh ones. The country articulated clerks should be more considered. In the last equity paper, for instance, the question was put: "Sketch the form of a notice of motion for an injunction against an obstruction of light and air where such notice is served by special leave, and with copy of the writ in the action." He guaranteed that not one countryman had ever seen such a thing. With regard to the honours examination he thought the probate and divorce should be retained, but not admiralty and ecclesiastical, as it was only in a very few offices that a knowledge of them could be attained.

Mr. J. T. GREEN (Sunderland) thought that, instead of raising the standard of examinations, they should turn their attention to improving the system of education of law students, by (for instance) the introduction of a system

of compulsory law lectures. He would retain the subject of admiralty law in the honours examination.

Mr. C. JOHNSTON EDWARDS (Birmingham) moved as an amendment to the first resolution the addition of the words, "and the application of such improved test to all persons other than those who are exempted therefrom by reason of having passed one of those examinations, the passing of which confers the privilege of such exemption." He also moved as an additional resolution, "That it is expedient that greater attention should be given to the character of the questions asked at the final examination, so as so far as possible to decrease the evil of cramming which has taken so great a hold of law students."

Mr. THOS. W. BATLEY (Wolverhampton) seconded the amendments.

Mr. G. L. COLLINS (Liverpool) was in favour of the retention of admiralty law in the honours examination, but that the students should have the option of choosing their subjects.

Mr. F. J. LESLIE (Liverpool), in order to meet the objections which seemed to be made to the retention of the subjects named in the fourth resolution, would move the following amendment: "That a candidate at the final examination for honours should be allowed to present himself for examination in one only of the following subjects, probate, divorce, admiralty, and ecclesiastical law, the selection to be in his own discretion."

Mr. G. L. COLLINS (Liverpool) seconded the amendment.

The discussion was continued by Messrs. Thos. H. Bayley (Wolverhampton), W. C. H. Cross (Bristol), and W. Shewell Rogers (Birmingham).

Mr. C. F. BENNETT (Sheffield), moved as an additional resolution:—

"That at the intermediate examination a sufficient number of questions were not asked to test the knowledge of the student on the work selected by the examiner."

Mr. W. T. BURDEKIN (Sheffield) seconded the resolution.

Mr. W. C. OWEN (United Law Students' Society, London) defended the imposition of a severer preliminary examination, on the ground that it was fairer to the student than inducing him to enter the profession by passing an easy preliminary examination, and then for him to find at the end of his term that he was incapable of passing the final. With reference to the second resolution on the paper, he should propose that the words "elementary principles of common law, conveyancing, and equity," be substituted for "general jurisprudence." Amongst students it was a recognized thing that the first year and a half was devoted to studying the principles of law, and that was the principle that should be applied to all legal education. Then, having secured the studying of general principles by examination, the subsequent examinations should not include all sorts of different branches because that would occupy the student's time just when he was becoming of real use to his employer, and when he had a good opportunity of becoming acquainted with the practice.

The hour of adjournment having arrived, the further debate was adjourned till the evening on the motion of Mr. T. BATEMAN NAPIER, seconded by Mr. H. BARBER (Nottingham).

A vote of thanks to the president for his services in the chair was moved by Mr. C. T. BENNETT (Sheffield), seconded by Mr. W. SLATER (Manchester), and carried with acclamation.

The CHAIRMAN, in returning thanks, expressed a hope that the general subject of legal education would profit by the meeting of the congress, and he would take care that whatever resolutions were sent to the Law Society should be duly debated by the Education Committee.

The second meeting was held at seven o'clock, when Mr. T. Bateman Napier presided.

The CHAIRMAN having explained the reason why the committee had thought it advisable that the representatives of the London societies should preside over the second and third meetings of the congress, the debate on the resolutions and amendments proposed at the first meeting was resumed by Messrs. H. BARBER (Nottingham), G. F. HIRST (Bradford), and Mr. J. S. RUBENSTEIN (London), who supported the introduction of *vidæ voce* examination, on the ground that it

would encourage articled clerks in acquiring a facility of speech which would be of great advantage to them in their after life.

Mr. GEO. E. WEARE (Bristol) objected strongly to *viwed* examination, on the ground that it would act unfairly to those gentlemen who were of a retiring disposition. If it was intended to foster fluency of speech let that be made the subject of examination. He also objected to the term "generally useless," in the fourth resolution, as applied to admiralty law. It was part of the county court practice, and he should vote for its retention as one of the subjects of the honours examination.

The Chairman then proceeded to put the various resolutions and amendments to the vote.

Mr. Edwards' amendment to the first resolution having been carried by seventeen to five, the resolution as amended was put as a substantive motion and stood as follows:—

"That the provisions now made for the education of articled clerks require extension and amendment, and that the special attention of the Incorporated Law Society should be at once directed to the attainment of the following objects:—

"(1) The imposition of a more severe test of general education than that of the preliminary examinations as now conducted, and the application of such improved test to all persons other than those who are exempted therefrom by reason of having passed one of the examinations, the passing of which now confers the privilege of such exemption."

Mr. Owen's amendment to the second resolution was then put and carried by fourteen to nine, the resolution as amended standing as follows:—

"(2) The institution of a separate examination in the elementary principles of common law, conveyancing, and equity, to be passed at the expiration of the first year of service."

The third resolution, "The classification according to merit of successful candidates at the intermediate examination, and the award of the prizes to those deserving such distinction," was then carried unanimously.

Mr. Leslie's amendment to the fourth resolution was then put, and on a division declared to be lost.

The excision of all the three subjects—viz., probate and divorce, admiralty, and ecclesiastical law—was then put to the vote, when the votes were ten for and fourteen against; one only voted in favour of the excision of probate and divorce; and sixteen for and six against omitting admiralty law. The congress were unanimous in favour of excising ecclesiastical law, and the motion was then carried unanimously as follows:—

"(4) The excision of the subjects of admiralty and ecclesiastical law from the honour subjects at the final examination, since, in the opinion of this congress, an acquaintance with them, whilst generally useless, is necessarily acquired at the expense of a sound knowledge of the more important subjects of common law, equity, and conveyancing."

The fifth resolution, "The introduction of *viwed* into every examination in legal subjects," was then put and declared to be lost, three only voting in its favour.

The next resolution was then carried unanimously, "That it is expedient that greater attention should be given to the character of the questions asked at the final examination in order, as far as possible thereby, to decrease the evil of cramming which has taken so great a hold on law students."

Mr. Bennett's resolution was then put, but rejected by thirteen to nine.

#### LAW STUDENTS' DEBATING SOCIETY.

A meeting of this society was held at the Law Institution, Chancery-lane, on Tuesday last. The subject appointed for the evening's debate—"Should the right of action for breach of promise of marriage be restricted to the actual pecuniary loss sustained by the injured party?"—was opened by Mr. G. H. Radford, LL.B., in an amusing speech, the tenor of which was slightly affirmative. The speaker urged that whilst the injury wrought to a woman by the breach of a promise to marry was in very many cases considerable, yet the majority of these actions were brought by designing and worthless females, and that the better class of young ladies would not be prevailed upon to take vengeance through the arm of the law. Mr. Stirling and Mr. Kirk followed upon the

same side, urging, amongst other things, that the damages in this action were incapable of reasonable estimation, and that gross injustice was usually perpetrated by the verdicts of juries. Mr. Manton, in an able address, replied to the previous speakers, and was followed by Mr. Mills, who supported the affirmative, and in doing so related various extraordinary and entertaining anecdotes. Messrs. Bateman Napier, F. J. Green, Sergeant, and J. A. Neale then upheld the negative of the question, and Messrs. Cowdell and Barry spoke in the affirmative. Mr. Radford replied, and the question, on being put to the meeting, was decided in the affirmative.

#### UNITED LAW STUDENTS' SOCIETY.

A meeting of the above society was held on Wednesday evening last at Clement's-inn Hall, when the following subject was debated—viz., "That in all schools supported by the State, the education should be of a purely secular character." Mr. Shirley Shirley opened the debate in the affirmative, and a spirited discussion followed, in which Messrs. E. F. Spence, E. H. Pickersgill, R. G. Templar, W. Dowson, and A. D. McLaren supported the opener, and Messrs. S. A. Jones, S. Ward, A. St. J. Stephenson, A. Derry, and Parker Seston opposed. Mr. Shirley Shirley having replied, and the chairman (Mr. Barren) summed up, the motion was put to the vote and carried by a majority of three. On Wednesday next the subject for debate will be "That the action for breach of promise of marriage should be abolished." Mr. F. B. Moyle will open, and Messrs. J. M. McColla and S. A. Jones are also deputed to speak upon the motion. There will also be a committee meeting upon this evening.

#### MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

The second meeting of the session of this society was held on Tuesday evening last at the Law Library, Cross-street Chambers, when, in the first instance, the chair was taken by L. Stocks, Esq., solicitor of Manchester. The minutes of the last meeting having been read by the hon. sec. (Mr. T. W. Millar) and passed, and other formal business transacted, the chair was taken by James Cottingham, Esq., barrister-at-law, deputy-recorder of Wigan. The question for discussion was as follows:—"Has a tenant from year to year, who holds over after the determination of his tenancy, and so becomes a tenant at sufferance, a right to remove fixtures during the time he continues in possession as such tenant at sufferance?" Mr. Law opened the debate in favour of the affirmative, and was followed by Messrs. Price, Lowndes, J. C. Wilson, Hodgkinson, and Butcher. Mr. Rycroft undertook the negative side of the question, and was supported by Messrs. A. Smith, Hardman, and Hislop. Mr. Law having replied, the chairman summed up in favour of the affirmative, and the question having been put to the meeting was decided in the affirmative by a majority of fourteen. A vote of thanks to the chairman, proposed by Mr. Norton, seconded by Mr. Marshall, brought the meeting to a close.

#### Solicitors' Cases.

##### COURT OF APPEAL.

Nov. 10.—*Miller v. Davies.*

This was an action brought by a solicitor against a client to recover the sum of £63 10s. The jury found a verdict for the plaintiff, and the question for the court was whether a certain sum of £25 had been taken by the plaintiff in accord and satisfaction. It appeared that in February, 1877, the plaintiff wrote to the defendant for a cheque to balance his costs. The defendant asked for a reduction to be made in the amount, and the plaintiff, after considering the matter, wrote on the 14th of March, 1877, offering to accept a cheque for £50, thereby making a considerable reduction. The defendant wrote asking for a further reduction. This the plaintiff declined, but repeated his offer to accept £50 in discharge. After some further correspondence, the defendant wrote to the plaintiff on the 24th of March, 1877, a



letter containing these words:—"However, in order to put an end to this if you will, receive the enclosed in settlement—viz., £25, of course without prejudice;" and a cheque for £25 was enclosed. This cheque was refused by the plaintiff as a settlement, but was detained by him on account, and on the 26th of March he wrote informing the defendant that he declined to accept the cheque in discharge, but had placed it to his (defendant's) credit. He also stated that unless the defendant paid the additional £25, he should withdraw the offer he had made. On the 27th of March the defendant replied requesting the plaintiff to return the cheque if he would not accept it in satisfaction. To this letter the plaintiff made no reply, and it was proved at the trial that the plaintiff had cashed the cheque before it was demanded. The jury found a verdict for the plaintiff. The Common Pleas Division had granted a new trial, and the plaintiff appealed to this court.

*Willis, Q.C.*, and *Tindal Atkinson*, for the plaintiff, urged that, technically, he had done wrong in detaining the cheque, but morally, and as a man of business, he had done right.

*Kemp, Q.C.*, and *R. O. B. Lane*, for the defendant, contended that at the trial the correspondence had not been properly left to the jury at all, inasmuch as the learned judge, when so doing, had expressed a very strong view against the defendant.

The Court (*Jessel, M.R.*, and *Bramwell and Brett, L.JJ.*) regretted that the reasons for the decision of the court below had not been laid before them. They were of opinion that the letters brought before them did not form accord and satisfaction, and that the subsequent conduct of the plaintiff did not bind him so as to make him agree to the terms proposed. The terms of the question left to the jury were not complained of except that the learned judge left it with a strong expression of opinion, in which opinion, however, the jury agreed. The strong expression of a judge was not a misdirection, and therefore the rule for a new trial must be discharged.—*Times*.

### HIGH COURT OF JUSTICE.

#### EXCHEQUER DIVISION.

(Before *Huddleston, B.*, and *Hawkins, J.*)

Nov. 9.—*In the Matter of a Solicitor.*

There was an action on some bills of exchange brought by *Stogdon* against one *Hopcraft*, and judgment was signed on those bills under order 14, whereupon the defendant took out a summons to set this judgment aside, on the grounds of irregularity and breach of faith, and the master made an order granting the summons in consequence of certain matters appearing in an affidavit. The plaintiff then appealed to *Field, J.*, who made an order directing the defendant to pay £50 to the plaintiff, as terms of being allowed to defend as to the residue of the claim, and his lordship made a suggestion that the defendant's solicitor should be brought before him with a view to an inquiry into certain matters mentioned in the affidavit. Thereupon the plaintiff's solicitor the next day took out a summons calling on the defendant's solicitor to show cause why he should not attend and explain, and *Field, J.*, made an order thereon, varying the terms of the summons, and ordering an inquiry before the master as to the making, swearing, and issuing of the affidavit used by the defendant's solicitor; and this was the order now appealed against.

*Murphy, Q.C.*, for the appellant, contended that the learned judge had no jurisdiction to make such an order and to assume *ex mero motu* the office of a public prosecutor. This was not a judicial proceeding, and why should his client be called on to answer a charge of subornation of perjury in this irregular manner?

After *Macrae* had been heard in support of the order, *Huddleston, B.*, delivered judgment, upholding the order of the learned judge, and remarked that, in his judgment, a judge failed in his duty towards the public who did not order a full investigation, in chambers or elsewhere, when circumstances arose tending to excite his suspicion that justice was being subverted. If the result of the master's report was unfavourable, then his lordship might take what course he pleased, either directing a proceeding *in panam* or handing over the papers to the society of which the solicitor was a member. He thought the case was one of importance, and the appeal would be dismissed with costs.

*Hawkins, J.*, had no shadow of a doubt that the judge had jurisdiction to request the master to make the inquiry; but he had some doubt as to whether he could summon the solicitor to appear before him. *Mr. Murphy* contended he ought to have dismissed the summons with costs. The solicitor was not prejudiced because he was asked to show cause why the judge should not do something which he had power to do before the summons was granted. He might appear, and might bring forward his reasons, if he thought fit, for inducing the judge to hold his hand. But the learned judge had not by the order summoned the solicitor before him; there was no necessity for him to appear, and there was no hardship on him. As for himself, he had formed no opinion and he expressed none on the merits of the case.

*Murphy* asked for a stay of proceedings, that he might go to the Court of Appeal.

*Huddleston, B.*, said he must leave the appellant to take what course he pleased, and he could not consent to any stay that would indicate that he had any doubt on the matter.

Appeal dismissed, with costs.—*Times*.

## Court Papers.

### HOUSE OF LORDS.

SESSION, 1879.

(Sittings for Judicial Business during the Prorogation.)

#### CAUSES STANDING FOR HEARING.

*McMurray v. Mathew and others*. England. Presented August 15, 1878; set down November 8, 1878. Not reported. Debtor and creditor—Disputed account. Appt.—*Hanbury, Hutton, & Whitting*. Respts.—*T. H. Bartlett; J. S. Bertram*.

The Commissioners of Her Majesty's Works and Public Buildings *v. Angus and Company*. England. Presented February 13, 1879; set down May 5, 1879. *Dalton v. Angus and Company*. England. Presented March 13, 1879; set down May 23, 1879. 27 W. R. 623, L. R. 4 Q. B. D. 162. Lateral support of house by adjoining soil—Twenty years' uninterrupted enjoyment without grant by adjoining owner—Presumption of grant made and lost in modern times—Prescription Act (2 & 3 Will. 4, c. 71)—Employer and contractor—Liability of employer for injury caused to neighbouring property by the execution of work dangerous in its nature. Appts.—*Hare & Fell*. Respts.—*Shum, Crossman, & Co.* Appt.—*Prior, Bigg, & Co.* Respts.—*Shum, Crossman, & Co.*

*Montgomery v. Montgomery*. Ireland. Presented February 17, 1879; set down May 30, 1879. Not reported. Execution of disentailing deed by protector of the settlement where no previous instructions for preparation of the deed—Party being at the time of execution mentally and bodily incapable. Appt.—*White, Broughton, & White*. Respt.—*Cutler & Co.*

Metropolitan District Railway Company *v. Sharpe*. England. Presented May 5, 1879; set down June 17, 1879. 27 W. R. 420. Statute—Construction of Consolidation Act—Incorporation with special Act—Lands Clauses Consolidation Act, 1845, s. 34—Costs of arbitration—Ascertaining amount—Condition precedent—Lands Clauses Consolidation Act, 1869, s. 1. Appts.—*Baxters & Co.* Respt.—*T. Noton*.

*Easton and another v. Blyth and Tyne Railway Company*. England. Presented December 9, 1878; set down June 20, 1879. Not reported. Breach of contract—Carriage of coal. Appts.—*Maples, Teesdale, & Co.* Respts.—*Williamson, Hill, & Co.*

The Lord Advocate *v. Lord Lovat*. Scotland. Presented April 21, 1879; set down June 20, 1879. Scottish Law Reporter, vol. 16, p. 418. Fishing—Salmon fishing—Barony title—Possession—Rod fishing. Appt.—*T. W. Gorst*. Respt.—*Grahames, Wardlaw, & Currey*.

Great Eastern Railway Company *v. Mayor, &c.*, of Harwich and another. England. Presented May 6, 1879; set down June 26, 1879. Not reported. Rate on coal brought within the limits of the town of Harwich—Drawback. Appts.—*Capel A. Curwood*. Respts.—*Batty & Whitehouse*.

Levy and another v. Lawes. England. Presented May 15, 1879; set down July 4, 1879. Not reported. Special case—Construction of contract for delivery of sacks. Appts.—Hollams, Son, & Coward. Resp.—W. Beck.

Hooper and another v. Bourne and others. England. Presented December 6, 1878; set down July 4, 1879. 26 W. R. 295, L. R. 3 Q. B. D. 258. Railway—Superfluous lands—Lands taken under powers of special Act—Lands acquired for extraordinary purposes—Lands not in actual use at expiration of period limited for disposing of superfluous land, but subsequently becoming useful for purposes of undertaking—Mines and minerals expressly conveyed to railway company, ownership of, where surface afterwards becomes superfluous land—Inclosure—Grass and herbage arising upon soil of road running between allotments—41 Geo. 3, c. 109, s. 11—Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18), ss. 12, 13, 127—Railways Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 20), s. 45. Appts.—Field, Roscoe, & Co. Respts.—R. R. Nelson.

Rankin and others v. Lamont. Scotland. Presented May 26, 1879; set down July 31, 1879. Appts.—Hewitt & Alexander. Resp.—Faithfull & Owen.

Ecclesiastical Commissioners for England v. Rowe. England. Presented June 19, 1879; set down August 1, 1879. 27 W. R. 373, L. R. 4 Q. B. D. 63. Statute of Limitations—Land annexed to a deanery becoming vested in Ecclesiastical Commissioners—3 & 4 Will. 4, c. 27, ss. 2, 29—3 & 4 Vict. c. 113, ss. 50, 57, 75—Inclosure—Allotment to tenant in right of his lease. Appts.—Jennings, White, & Buckston. Resp.—Field, Roscoe, & Co.

Julius v. The Lord Bishop of Oxford and another. England. Presented June 27, 1879; set down August 8, 1879. L. R. 4 Q. B. D. 245. Ecclesiastical law—Church Discipline Act (3 & 4 Vict. c. 86), s. 3—"It shall be lawful"—Statute, construction of—Words importing obligation—Obligation on bishop to issue commission on complaint of ecclesiastical offence against clerk—Public Worship Regulation Act, 1874 (37 & 38 Vict. c. 85). Appt.—J. Girdlestone. Respts.—Cunliffe, Beaumont, & Co.; Brooks, Jenkins, & Co.

## SUPREME COURT OF JUDICATURE.

### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, Nov. 17	Mr. Merivale	Mr. Farrer	Mr. Cobby
Tuesday .....	King	Teesdale	Jackson
Wednesday .....	19 Merivale	Farrer	Cobby
Thursday .....	20 King	Teesdale	Jackson
Friday .....	21 Merivale	Farrer	Cobby
Saturday .....	22 King	Teesdale	Jackson
	V. C. BACON.	V. C. HALL.	Mr. Justice PRY.
Monday, Nov. 17	Mr. Pemberton	Mr. Leach	Mr. Clowes
Tuesday .....	18 Ward	Latham	Koe
Wednesday .....	19 Pemberton	Leach	Clowes
Thursday .....	20 Ward	Latham	Koe
Friday .....	21 Pemberton	Leach	Clowes
Saturday .....	22 Ward	Latham	Koe

## MIDDLESEX.—MICHAELMAS SITTING, 1879.

### LIST OF ACTIONS FOR TRIAL.

(Continued from page 15.)

- C P 198 King (Carr, Fulton and Co) v Smith (Procter and A)  
 C P 199 Hulbert (Miller, S and B) v Rowland Bros (Parkers)  
 Ex 200 Withall (Withall and C) v Perry and anr (Crook and S)  
 Ex 201 Cullin (Dawson and Co) v Bamford (J E Turner)  
 C P 202 Holroyd (Andrew and B) v Beall (In Person) SJ  
 C P 203 Haslam (R Wastell) v Driver (Evans and E)  
 C P 204 Bokenham (S Price) v N Metropolitan Tram Co (H C Godfray) SJ  
 Ex 205 Macdonald, Field and Co (J N Mason) v Russell, Bart (F W Mount)  
 Ex 206 Ibbotson (Bordman) v Buckley and ors (Jukes and Co)  
 Ex 207 Brogden (Porter and S) v Tabourdin (Tabourdin and H)  
 Ex 208 Wickham (Rooks and Co) v Earp (Combe and W)  
 Q B 209 Snell (W M Greenip) v Watkins (Clarke, W and R) SJ  
 C P 210 Tucker (J Tucker) v Redgrave (J Holder)  
 Ex 211 Wilson and anr (Yorke and B) v Willins and ors (H W Lindus; C A Swaine)  
 C P 212 Graves and ors (G R Dodd, jun) v Copland (G Reader)  
 Q B 213 Venables (Pike and Son) v Moseley and ors (Kisch, Son and Co)  
 C P 214 Taylor (C V Lewis) v McKeand and anr (Hicklin and W)  
 C P 215 Todd and anr (Todd and Dennes) v Winckworth (Billinghurst and W) SJ  
 Ex 216 Evans (J S Ward) v Williams (Roy and C)

- C P 217 Sheffield (G R Burn) v Luck and ors (J Geaussen)  
 Ex 218 Mears (G T Parker and Co) v Syer (T C Russell)  
 C P 219 Cooper (Hicks and Arnold) v Cooper (Fawie, F and Co)  
 Ex 220 Bonbee Freres (Plunkett and L) v Siebe (J G Winkworth)  
 Chy 221 Lewis (Smith, Davies and Co) v Harris (W A Downing)  
 Ex 222 North Central Wagon Co (Chester, M, H and B) v North Wales Carriage and Wagon Co (Llewellyn, A and H)  
 C P 223 Harrap (Noon and C) v North Metropolitan Tram Co (H C Godfray) SJ  
 Ex 224 Hobbs (E W and R C Mote) v Baker (J W Cook)  
 C P 225 Williams (G E Carpenter) v Nowell (A G Ditton)  
 Q B 226 Cresswell (Walls, A and M) v Welsh, Tennent and Wife (C C Ellis, M and Co) SJ  
 Ex 227 Mighell (Clennell and F) v Seaton (S Roberts)  
 Ex 228 Cranfield and Wife (G F Parker) v London, Brighton and South Coast Ry (Norton, Rose and Co) SJ  
 C P 229 Wright (F C James) v Freeman (Dixon, W L and W)  
 C P 230 Bossey (T Beard and Sons) v Easton and anr (T H Devonshire) SJ  
 Ex 231 Dawson (J Mason) v Huggins (H C Morris)  
 Q B 232 Wooller (M Abrahams and B) v Lyon (Pekham, M and P)  
 Chy 233 Sovereign Life Assurance Co limit (Campbell, R and H) v Dent (Crook and S)  
 Q B 234 The Queen (W R Preston) v Heritage (In person) SJ  
 C P 235 Grigg (G L P Eyre and Co) v Pearce (G Godwin)  
 Ex 236 Sorrell (Dangerfield and B) v Ottaway (Lumley and L)  
 Ex 237 Jaques (A H Miller) v London Tram Co limit (Foss and L) SJ  
 C P 238 Hyam and Wife (J C Button and Co) v London Gen Omnibus Co (Stevens and H) SJ  
 C P 238a Marshall and anr trading, &c (H R Jones) v Scarborough Laundry and Washing Co (E Doyle and Sons)  
 Q B 239 Holdstock (Hicklin and W) v Floyd Bros (G H Mirfin)  
 C P 240 Collingridge and anr (Beard and Sons) v Francis and Co (C Parke)  
 Ex 241 Robiolio (Wordsworth and Co) v Spiers and anr (W H G Jones) SJ  
 C P 242 London and County Banking Co (Paterson, Sons and G) v Laud (W T Boydell)  
 Ex 243 Mac Intosh (Morley, R and E) v Page (Lewis and Lewis)  
 C P 244 Keays (L Keays) v Wallace (G Castle)  
 Chy 245 Hewes (Field, R and Co) v Cole and ors (Cole and J)  
 Q B 246 Lamb (J W Marsh) v Brewster and anr (Collyer and Co)  
 C P 247 Phillips (G Palmer) v Cocks (J Frost)  
 Ex 248 Golding (Peacock and G) v Gutteridge (Emanuel and Co)  
 C P 249 Collins (Lewis and Indermauer) v Fuller (J J Harlow)  
 C P 250 Mason (Parkers) v Coffre (Ley and B)  
 C P 251 Tatham (W Rawlins) v Tatham (Bicknell and H)  
 C P 252 Hayward Bros (Ashurst, M, C and Co) v Heritage (F Heritage and Co)  
 Q B 253 Risley and anr (Johnson, Upton and Co) v Bultitude and Co (A G Ditton) SJ  
 Ex 254 Loring (Janson, S and P) v Gibbs (H A Lovett)  
 Ex 255 Floury (Pitman and Lane) v Lamare (Linklater and Co)  
 Ex 256 Norman (Elwes and S) v Robinson and ors (Last and Son Aldridge, T and M) SJ  
 C P 257 Parks (Chapman and B) v The London Tramways Co (H C Godfray) SJ  
 Ex 258 Henderson and anr (Gowing and Co) v Waits (In Person)  
 C P 259 Fitzgerald (J B May) v Coopman and ors (J P May)  
 Ex 260 Gray (C Mossop) v Woodhead and anr (H C Barker)  
 C P 261 Jackson (B W Jones) v Rose (In Person) com  
 C P 262 Nurness Block Ice Shipping (Herbert and Kent) v Royal Mail Steam Packet Co (Wilson, B and C)  
 Ex 263 Warner (C A Swaine) v Edgington and Co (W Evans)  
 C P 264 James (Lewis and Sons) v James (Evans and E)  
 Q B 265 Edwards (Stibbard, G and Co) v Long (Field, R and Co) SJ  
 Q B 266 Bellenger (Brighten, J and N) v Macaire (W W King)  
 Chy 267 Pidsley (Stocken and J) v Wilson and anr (Bell and Co; Plunkett and L)  
 Ex 268 Farrow (H S Winnet) v Farrow (Turner and Son)  
 C P 269 Barton (Willborne and Son) v Le Vaux, sued, &c (Lewis and L)  
 Ex 270 Burnell (Rhodes and Son) v Gillespie (Hardwick and J)  
 Ex 271 West Combe Park Estate, limit (Mathews and Smith) v Poulton (S S Seal)  
 Q B 272 Clark and Wife (J P Biggenden) v The North Met Tram Co (H C Godfray) SJ  
 Ex 273 Hallett (H A Dowse) v Webster (Webster and G)  
 Q B 274 Harrison (Pike and Son) v De Crespigny (J Ellerton)  
 Q B 275 Archard, Extrix (F Bradley) v The Midland Ry Co (Beale, M, B and G)  
 Q B 276 Bayley, trading, &c (Milne, R and M) v Harrison and Son (W Rawlins)  
 Ex 277 Anderson and anr (Herbert and Kent) v Royal Mail Steam Packet Co (Wilson, B and C)  
 Ex 278 Carpenter (Le Riche and Son) v Lane (Wade and L) SJ  
 Ex 279 Lovering (Rooks and Co) v Hammen (F Norton)  
 Q B 280 Hubback (Bardley, A and B) v Everett (W R Philp) SJ  
 C P 281 Scalia (J Knight) v Dalgairns (E Tillyard) com  
 Q B 282 Murray (H Sydney) v Henkris (Lewis and L)  
 Ex 283 Goldring and anr (E Jukes) v Headley and ors (Mercer and M)  
 Q B 284 Wildman (J T Hazeldine) v Gillies (Turner and Son)  
 Ex 285 Prudential Assurance Co, limit (A H Wildman) v Cain (J T Hazeldine)  
 Ex 286 Somerville and anr (Yorke and B) v Green and anr (R Chandler)  
 Ex 287 Aitken (R Jones and Co) v Lincoln, Bennett and Co (Lumley and L)  
 Ex 288 Butler (Saffery and H) v Harvey and anr (Torrell and H) SJ  
 C P 289 Brooker and anr (G Palmer) v Beckmann (W Webb) SJ  
 (To be continued.)

NO GAS IN DAYTIME.—See Chappuis' Reflectors.—69, Fleet-street.—ADVT.

## Legal News.

The long controversy in the *Times* upon photographic copyright has been concluded with a letter from "A Barrister," in which he says:—"I assert that under the present law, if any person (A) applies to a photographer (B)—we will not confuse the question by calling photographers 'artists'—to have his portrait taken, on the usual understanding that he shall pay a sum and receive a certain number of copies or 'prints,' then the copyright, not merely in the 'prints,' but in the whole of the negatives taken, vests in A. But if B has agreed to take A's portrait without any payment, because it is understood that he may make a profit by selling 'prints,' then the copyright in the negative vests in B, and A cannot stop the sale of the prints."

On the 3rd inst., on the occasion of Mr. W. J. Metcalfe, Q.C., the newly appointed judge of the Bristol County Court, taking his seat for the first time at the Guildhall, Bristol, Mr. J. H. Clifton, as senior member of the profession present, in welcoming his Honour, said that his Honour, he was sure, would feel that in welcoming him to the court he could not help alluding with very great regret to the departure of one who had endeared himself to them all—his learned predecessor, Mr. Fisher. His urbanity and kindness to them all had strongly attached him to them; and he spoke in the name of all the practitioners in that court when he said that they regretted his loss very acutely. He trusted that, as his successor, the learned judge might be long spared to preside in that court, and speaking for the members of the profession, he hoped they would endeavour to demean themselves towards his Honour in the same way as they had towards his predecessor, so as to win his Honour's esteem. His Honour said he thanked them very much for the kind expression of opinion they had bestowed upon him. As regarded his late predecessor, he was not at all surprised to hear that he had endeared himself to every class of men with whom he had been brought into contact, and that they very much regretted his loss. He was quite satisfied, from what he had heard of the gentlemen practising in this district, they would get on in perfect harmony together. He should ask them kindly to extend to him their consideration for some little time, for he was not familiar with the practice of the county court at present, although many years ago, some twenty-five, he had the honour of sitting for the late Serjeant Storks in one district. Still the practice was somewhat novel to him, and he hoped they would extend their kindness towards him, and co-operate with him, not taking advantage of his inexperience in these matters, but endeavouring to carry out the ends of justice for the benefit of the public.

In *Sergeant v. Roberts* (1 Pick. 377), says the *Central Law Journal*, after a case had been heard and the jury had been out six hours, the foreman wrote to the judge stating that they could not agree and asking for directions. The judge, the court having adjourned, answered in writing that he was unwilling to let them separate, and giving them further instructions. He also directed them to bring his letter into court to be filed with the papers. They then agreed upon a verdict for the defendant, and the plaintiff moved for a new trial, on the ground of the communication, which was granted by the Supreme Court, Parker, C.J., stating the law of the question thus:—"The object of the note of the foreman was probably to obtain leave for the jury to separate, and the answer of the judge was calculated to enable them to revise the case in a systematic manner, in the hope that such a revision would produce a union of opinion on one side or the other of the cause. It probably had that effect. As it is impossible, we think, to complain of the substance of the communication, the only question is whether any communication at all is proper, and if it was not, the party against whom the verdict was, is entitled to a new trial. And we are all of opinion, after considering the question maturely, that no communication whatever ought to take place between the judge and the jury, after the cause has been committed to them by the charge of the judge, unless in open court, and where practicable, in presence of the counsel in the cause. The oath administered to the officer seems to indicate this as the proper course. He is to suffer no person to speak to them, nor to speak to them himself unless to ask them whether they are agreed; and he

is not to suffer them to separate until they are agreed, unless by order of the court. When the court is adjourned the judge carries no power with him to his lodgings, and has no more authority over the jury than any other person, and any direction to them from him, either verbal or in writing, is improper."

## PUBLIC COMPANIES.

Nov. 13, 1879.

### GOVERNMENT FUNDS.

3 per Cent. Consols, 988	Annuities, April, '85, 97
Ditto for Account, 98	Do. (Red Sea T.) Aug. 1868
Do. 3 per Cent. Reduced, 96	Ex Bills, £1000, 24 per Ct. 17 pm.
New 3 per Cent., 964	Ditto, £300, Do. 17 pm.
Do. 34 per Cent., Jan. '94	Ditto, £100 & £200, 17 pm.
Do. 34 per Cent., Jan. '94	Bank of England Stock, 268½
Annuities, Jan. '80	Ditto for Account.

### INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '80, 102½	Inf. Pr. 5½ per Cent., May, 81
Ditto for Account, —	Ditto Debentures, 4 per Cent.
Ditto 4 per Cent., Oct. '88, 102½	April, '64
Ditto, ditto, Certificates —	Do. Do, 5 per Cent., Aug. '73
Ditto Enfaced Ppr., 4 per Cent.	Do. Bonds, 4 per Cent. £1000
2nd Inf. Pr., 5 per C., Jan. '73	Ditto, ditto, under £1000

## BIRTHS, MARRIAGES, AND DEATHS

### BIRTHS.

ADDISON.—November 3, at 3, Lime-grove, Manchester, the wife of John Addison, barrister-at-law, recorder of Preston, of a son.

BRADSHAW.—Nov. 1, at South Bailey, Durham, the wife of Thomas Bradshaw, judge of county courts, of a daughter.

STOCKEN.—Oct. 29, at Richmond, Surrey, the wife of Walter Stocken, solicitor, of a son.

DEATHS.

ASHWELL.—Nov. 9, at Brunel-terrace, Nottingham, John M. Ashwell, solicitor, aged 51.

ROBERSON.—Nov. 2, at St. Leonard's-on-Sea, Charles James Scholey Roberson, solicitor, late of Oxford, aged 72.

## LONDON GAZETTES.

### Bankruptcy.

FRIDAY, Nov. 7, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Birks, Charles, Bow lane, Commission Agent. Pet Oct 31. Murray. Nov 21 at 12

Friend, Charles Thomas, Penywern rd, South Kensington. Pet Nov 5. Brougham. Nov 18 at 11.30

Scott, Thomas, Pentonville rd, Marble Merchant. Pet Nov 6. Hazlitt. Nov 26 at 11

To Surrender in the Country.

Andrews, Joseph, and Wilkinson Andrews, Clayton, York, Joiners. Pet Nov 4. Robinson. Bradford, Nov 18 at 9

Doid, Anton, Great Grimsby, Jeweller. Pet Nov 3. Daubney. Great Grimsby, Nov 19 at 11

Findling, Samuel, Bedford, Watchmaker. Pet Nov 5. Pearse. Bedford, Nov 20 at 10.40

Gibson, Henry, Rowlands Castle, Southampton. Pet Nov 3. Renny. Portsmouth, Dec 4 at 12

Kershaw, Thomas, Over Darwen, Lancaster, Builder. Pet Nov 3. Bolton. Blackburn, Nov 20 at 11

Sharp, John, Bristol, Baker. Pet Nov 4. Harley. Bristol, Nov 19 at 2

Skuse, Peter, Waterroos, Lancaster, Licensed Victualler. Pet Nov 5. Bellingier. Liverpool, Nov 19 at 11

Ward, James, Liverpool, Metal Dealer. Pet Nov 4. Bellingier. Liverpool, Nov 18 at 11

TUESDAY, Nov. 11, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chadwick, William Covington, Earl's court sq, Brompton. Pet July 29. Murray. Nov 28 at 11

Nicholls, William Hawkins, Seething lane, Wine Merchant. Pet Nov 7. Pepps. Nov 26 at 12

Prideaux, Samuel William, Philips rd, Peckham Rye. Pet Nov 6. Hazlitt. Nov 25 at 11

To Surrender in the Country.

Brand, Juliana Mary Kelly, Clifton hill, Essex. Pet Nov 6. Daw. Exeter, Nov 24 at 11

Garget, Robert Taylor, Darlington, Joiner. Pet Nov 6. Crosby. Stockton-on-Tees, Nov 24 at 11

Griffin, Elizabeth, Malden, Surrey. Pet Nov 6. Bell. Kingston, Nov 27 at 4

Hunt, Thomas, Turville, Bucks, Innkeeper. Pet Nov 6. Watson. Aylesbury, Nov 26 at 11



Middlemas, William, Menkenton, Northumberland, out of business.  
 Pet Nov 7. Dargett, Newcastle, Nov 26 at 11  
 Preston, Alphar, Sheffield, Builder. Pet Nov 6. Rodgers, Sheffield,  
 Nov 26 at 1  
 Rowland, Jane, Kenneth rd, Wandsworth rd, Laundress. Pet Nov 5,  
 Willoughby. Wandsworth, Nov 25 at 11  
 Wright, Robert Frederick, Tingle Bridge, York, Grocer. Pet Nov 6.  
 Bury. Barnsley, Dec 1 at 12

## BANKRUPTCIES ANNULLED.

TUESDAY, Nov. 11, 1879.

McGovern, Joseph Henry, Liverpool, Licensed Victualler. Oct 31

Liquidations by Arrangement.  
FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 7, 1879.

Adair, Robert, Winton, Cumberland, Grocer. Nov 22 at 3 at King  
 Arms Hotel, Winton. Tyson and Hobson, Maryport  
 Adams, Henry, Pontefract, York, Innkeeper. Nov 18 at 3 at Royal  
 Hotel, Wood st, Wakefield. Lixton, Wakefield  
 Adams, James, Stockwell rd, Brixton, Provision Merchant. Nov 21  
 at 10 at offices of Norman, Great Marlborough st  
 Alden, Freeman Joseph, and Joseph George Alden, Cambridge Heath  
 rd, Bethnal Green, Boat and Shoe Manufacturers. Nov 20 at 3 at  
 offices of Cooper, Chancery lane  
 Allen, Robert, Birmingham, Beechrose Keeper. Nov 21 at 2 at Swan  
 Hotel, New st, Birmingham. Hughes, Westbromwich  
 Anthes, Carl, New Gravel lane, St George's-in-the-East, Baker. Nov  
 17 at 12 at offices of Marchant and Co, Ludgate hill. Staniland,  
 Ludgate hill  
 Archer, Samuel Henry, Upper Norwood, Surrey, Upholsterer. Nov  
 24 at 1 at Guildhall Tavern, Gresham st. King, Martin's lane,  
 Cannon st  
 Atkinson, James, Bradford, York, Draper. Nov 20 at 4 at Creditors'  
 Association, Parkinson's chambers, Market st, Bradford  
 Bacon, George Thomas, Luton, Bedford, Grocer. Nov 18 at 1 at offices  
 of Magill, Chancery lane. Ewen and Roberts, Luton  
 Bainbridge, Elias, Bishopsgate st, Merchant. Nov 17 at 3 at offices of  
 Philbrick and Corpe, Austin friars  
 Baines, William, and Robert Baines, Bradford, Merchants. Nov 20 at  
 Baker, Edward, Scarbrough, Auctioneer. Nov 18 at 2 at offices of  
 Richardson, Queen st, Scarbrough  
 Banks, George, Weston, near Bath, Farmer. Nov 20 at 3 at offices of  
 Clark, Union st, Bath  
 Barlow, Charles, Lawton, Chester, Ginger Beer Manufacturer. Nov 24  
 at 11 at offices of Sherratt and Son, Kidsgrove  
 Barnard, Benjamin, Rickland All Saints, Norfolk, Farmer. Nov 15 at  
 4 at offices of Stanley, Bank Place, Norwich  
 Barnaclough, Edwin, Alverthorpe-with-Thornes, Wakefield, out of  
 business. Nov 19 at 11 at offices of Fernandes, Cross sq, Wakefield  
 Bentley, Thomas, Normacott, Suffolk, out of business. Nov 18 at 11  
 at offices of Welch, Caroline st, London  
 Bird, James, Jun, Worlington, Cumberland, Shoemaker. Nov 20 at 11  
 at offices of Paisley, Bridge st, W. Kingdon  
 Birdsall, Jabez, Church Fenton, York, Wheelwright. Nov 19 at 2 at  
 offices of Crambie, Stonegate, York  
 Blake, William, George Moss Side, Lancaster, Commission Agent. Nov  
 14 at 3 at offices of Edward, Brazennose st, Manchester  
 Bott, John, Birmingham, Hockley Shop Keeper. Nov 19 at 11 at  
 offices of Solomon, Ann st, Birmingham  
 Bridger, Joseph, Rotherfield, Sussex, Farmer. Nov 19 at 3.30 at offices  
 of Stone and Simpson, Church rd, Tunbridge Wells  
 Brodhagen, Emily, Cable st, St George's-in-the-East, Boot and Shoe  
 Maker. Nov 11 at 3 at offices of Bigden, Finsbury sq buildings,  
 Chiswell st. Dobson, Cob n rd, Bow  
 Brogdon, William, and Robert Davies, Byker, Newcastle-upon-Tyne,  
 Builders. Nov 20 at 11 at offices of Aydon, St John's chambers,  
 Grainger at West, Newcastle-upon-Tyne  
 Buckler, John Thomas, Lombard st, Diamond Merchant. Nov 20 at 2  
 at offices of Fannell and Co, Basinghall st  
 Busell, Benjamin, Moffatt, Bedford, shopkeeper. Nov 22 at 11.30  
 at offices of Scott, 10, Bedford  
 Carlie, John Braithwaite, Scarbrough, out of business. Nov 19 at 12  
 at Abbott's North Eastern Hotel, York. Crowther, Scarbrough  
 Churchill, William Robert, Willenhall, Stafford, Tail r. Nov 20 at 11  
 at offices of Vaughan, Walall st, Willenhall  
 Clark, Charles, Pecklington, York, out of business. Nov 20 at 11 at  
 Feathers Hotel, Pecklington. Powell and Sargent, Pecklington  
 Cohan, Henry, Liverpool, Tailor. Nov 21 at 2 at offices of Goffey and  
 North, Commerce chambers, Lord st, Liverpool  
 Collings, Thomas, Topham, Devon, Master Mariner. Nov 19 at 3 at  
 offices of Gidley, Bedford circle, Exeter  
 Cook, Herbert, Great Penton, Stafford, Plumber. Nov 20 at 3 at offices  
 of Tennant and Co, Chesapeake, Hnley  
 Crabtree, James Edward, Heywood, Lancashire, out of business. Nov  
 28 at 3 at offices of Adheshaw and Warburton, Norfolk st, Manchester  
 Crew, Nathaniel, and John Crew, Dudley, Licensed Victuallers. Nov  
 20 at 11 at offices of Davies, Union st, Dudley  
 Cross, Frederick, Atherton, Lancaster, Stonemason. Nov 20 at 3 at  
 offices of Dowling and Urry, Wood st, Bolton  
 Cudd, William, Clarendon rd, Notting Hill, Furniture Dealer. Nov  
 18 at 11 at offices of Leggins, Marylebone rd  
 Cullford, Edward John, Bridgewater, Cabinet Maker. Nov 17 at 12 at  
 offices of Chapman, High st, Bridgewater  
 Dancy, George, Wilson st, Finsbury, Licensed Victualler. Nov 24 at  
 2 at offices of Layton and Co, Budge row  
 Daniel, Henry, St Neot, Cornwall, Farmer. Nov 19 at 12 at London  
 Hotel, Liskeard. Coad, Liskeard  
 Dawson, Joseph, Dewsbury, York, Furniture Dealer. Nov 18 at 3 at  
 King's Arms Hotel, Market pl, Dewsbury. Walker and Son, Dewsbury  
 Deakin, Alfred, Foston, Stafford, Clerk. Nov 13 at 11 at offices of  
 Welch, Caroline, Loxton  
 Deighton, Francis, Ripon, York, Farmer. Nov 21 at 12 at offices of  
 Copplin and Whitlam, Market pl, Ripon  
 Dickinson, Harris Drewry, Whitehaven, Cumberland, Ironmonger.  
 Nov 21 at 11 at offices of Mason, Duke st, Whitehaven

Dorian, John, Great Yarmouth, Fish Merchant. Nov 24 at 11 at Crown  
 Hotel, Lowestoft. Sayer, Great Yarmouth  
 Dover, Dunkin, Durham, General Dealer. Nov 19 at 3 at offices  
 Stanford, Collingwood st, Newcastle-upon-Tyne  
 Down, Charles, Taunton, Boot and Shoe Salesman. Nov 19 at  
 offices of Clifton and Carter, Broad st, Bristol  
 Drew, Alfred Ernest, Frome, Somerset, General Dealer. Nov 17 at 10  
 at offices of McCarthy, Frome  
 Elliott, Edward, Nottingham, Brass Finisher. Nov 24 at 12 at offices  
 of Black, Low pavement, Nottingham  
 Ellis, Hugh, John Birmingham, Auctioneer. Nov 19 at 3 at offices of  
 Fallows, Cherry st, Birmingham  
 Elson, Abraham, Kingston-upon-Hull, Draper. Nov 14 at 11 at offices  
 of Spurr and Mayne, Scale lane, Kingston-upon-Hull  
 Eskridge, Henry Bridgman, Manchester, Cotton Agent. Nov 21 at 11  
 at offices of Barron, Chapel walks, Manchester  
 Evans, William, Denbigh, Innkeeper. Nov 25 at 12 at the Albion Inn,  
 Chester. Davies, Holywell  
 Fowler, Henry Josiah, Smethwick, Stafford, Draper. Nov 20 at 11 at  
 offices of Rooke, Bennett's hill, Birmingham  
 Fox, Joseph, Sutton-in-Ashfield, Nottingham, Wheelwright. Nov 13  
 at 12 at offices of Ridge and Hardy, Stockwell gate, Mansfield.  
 Thorpe and Thorpe, Nottingham  
 Frost, Samuel, Leyton rd, Scraford, Gera Dealer. Dec 1 at 2 at  
 Bromley st, Commercial road East. Goadly, Westminster Bridge rd  
 Goddard, George Edward, Chapel st, Belgrave sq, Chemist. Nov 17 at  
 2 at St. Thomas bldgs, St. Thomas st, Southwark. Rashleigh,  
 Borough High st  
 Goodwin, William, Rotherham, Grocer. Nov 25 at 11 at offices of  
 Osley and Coward, Westgate, Rotherham  
 Graham, Annie Steele, Barrow-in-Furness, Grocer. Nov 18 at 11 at  
 the Commercial Hotel, Strand, Barrow-in-Furness. Taylor, Barrow-  
 in-Furness  
 Guest, Henry, Blowers Green, near Dudley, Farmer. Nov 19 at 11 at  
 offices of Clulow, High st, Brierley hill  
 Gulliver, Isaac, Steeple Ashton, Wills, Farmer. Nov 19 at 12 at offices  
 of Rodway, Fore st, Trowbridge  
 Guthridge, Thomas, Kirkdale, Liverpool, Joiner. Dec 2 at 3 at offices of  
 Banner and Lawson, Union st, Castle st, Liverpool. Cleaver and  
 Holden, Liverpool  
 Halliday, John, Batley, York, Munce Merchant. Nov 19 at 2.30 at the  
 Crown Hotel, Commercial st, Batley. Walker  
 Hargreaves, Peter, Wictham, Chester, Provision Dealer. Nov 22 at 11  
 at offices of Fletcher, Northwich  
 Harris, James, Kingston-upon-Hull, Ladies' Outfitter. Nov 19 at 1 at  
 offices of Pickering, Parliament st, Kingston-upon-Hull. Laverack,  
 Hull  
 Harrison, John, Oldham, Lancaster, Dairyman. Nov 18 at 11 at offices  
 of Hanchett and Watson, Church lane, Oldham  
 Hawkins, George, Sparkbrook, Birmingham, Tailor. Nov 19 at 12 at  
 offices of Jagger, Cherry st, Birmingham  
 Haydon, John, Southwark Park rd, Dish Cover Wheeler. Nov 25 at 3  
 at offices of Waring, Brough High st  
 Heald, John, Wakefield, Horse Dealer. Nov 19 at 11 at offices of  
 Lake, Southgate, Wakefield  
 Hey, Henry, Grillington, York, Inspector of Painters for Midland Ry Co.  
 Nov 18 at 3 at offices of Cottam, Bank st Bradford  
 Hindle, William Henry, and J. H. Hindle, Preston, Lancaster, Joiners.  
 Nov 20 at 3 at the Stanley Arms Hotel, Lancaster rd, Preston.  
 Blackhurst, Preston  
 Hockley, Julius William, Great Canfield, Essex, Farmer. Nov 20 at 12  
 at the White Hart Inn, Chesham. Evans, John st, Bedford row  
 Holloway, Joseph, Staunton-upon-Wye, Hereford, Farmer. Nov 20  
 at 2 at High Town, Hereford  
 Hunt, Charles, Bethorpe, Nottingham, Farmer. Nov 19 at 11 at office  
 of Page, the younger, Flaxengate, Lincoln  
 Hutchins, William, Upper Clatford, Southampton, Cattle Dealer. Nov  
 19 at 12 at the George Inn, Andover. Lumb, Andover  
 Jacks, Frederick, Liverpool, Greengrocer. Nov 25 at 3 at offices of  
 Nordon and Levy, Victoria st, Liverpool  
 Jackson, James, Great Barr, Staff rd, China and Glass Merchant.  
 Nov 18 at 2 at offices of O'Connor and Co, Colmore row, Birmingham  
 Jackson, John Lamb, Richmond, York, Grocer. Nov 20 at 11.30 at  
 offices of Taylor, Mechanic's Institute, Dovecot st, Stockton-on-Tees  
 Jarvis, John William, Croydon, Surrey, Draper. Nov 27 at 11.30 at  
 offices of Duncan and Co, Bloomsbury sq. Hallett and Co, Ashford  
 Jenkins, William, Garway, Hereford, Farmer. Nov 24 at 11.30 at  
 the Greyhound Hotel, Abergavenny. Corner, Hereford  
 Johnson, Joseph, Darnhall, Chester, Farmer. Nov 22 at 3 at offices of  
 Cook, Over Winsford  
 Kent, Thomas, the younger, Penkhill, Stafford, Seedsman. Nov 21 at  
 3 at the North Staffordshire Railway Hotel, Stoke-upon-Trent.  
 Slaney and Son, Newcastle  
 Knight, Alfred, Birmingham, Boot and Shoe Dealer. Nov 21 at 11 at  
 the Chamber of Commerce, Exchange bldgs, Northampton. Andrew,  
 Northampton  
 Lane, George, Birmingham, Bedding Manufacturer. Nov 21 at 2 at  
 offices of Brown, Waterloo st, Birmingham  
 Leach, George, Marlborough rd, Cheshire, Confectioner. Nov 25 at 12 at  
 offices of Davis, Welbeck st, Cavenish sq  
 Leslie, George, Liverpool, a Major in her Majesty's Service. Nov 24  
 at 3 at the Law Association Rooms, Cook st, Liverpool. Collins and  
 Co, Liverpool  
 Lewis, Evan, Tredegar, Monmouth, Tailor. Nov 20 at 1 at the Castle  
 Hotel, Tredegar. Powell, Brynmaur  
 Livesey, James, Middlesbrough, out of business. Nov 15 at 2 at the  
 Bricklayers' Arms, Palmer lane, York  
 Lloyd, Isabella, Rhyl, Flint, Grocer. Nov 27 at 11 at the Royal Hotel,  
 Rhyl. Davies, Holywell  
 Lockley, Ernest Arthur, Fore st, Umbrella Manufacturer. Nov 24 at  
 2 at offices of Morphet and Hanson, King st, Chapside. Terry,  
 King st, Chapside  
 Maitlock, Thomas, Morriston, near Swansea, Boot and Shoe Maker,  
 Nov 17 at 12 at offices of the Bristol and West of England Merchants'  
 Association, Broad st, Bristol, in lieu of the place originally named  
 Mannings, Edward John, Downton, Wills, Miller. Nov 20 at 12.30 at  
 the White Hart Hotel, Salisbury

Marks, Henry, Walton-on-the-Naze, Essex, Lapidary. Nov 24 at 2 at offices of Paterson and Co, Chancery lane. White, Colchester

Marshall, William, jun, Messingham, Lincoln, Builder. Nov 17 at 11 at offices of Bladon, Market pl, Gainsborough

Mash, James Alif, Essex rd, Islington, Greengrocer. Nov 24 at 3 at offices of Cooper, Chancery lane

McDermid, Richard Wright, Chorlton-on-Medlock, Manchester, Window Blind Manufacturer. Nov 18 at 3 at offices of Walsley, Cooper st, Manchester

Meager, James William, Old Brompton, Kent, Iron Moulder. Nov 22 at 4 at offices of Norman, Ordnance ter, Chatham

Mills, Leonard, East st, Lamb's Conduit st, Smith. Nov 17 at 11 at offices of Marchant and Co, Ludgate hill. Staniland, Ludgate hill

Moore, Hannah, Taunton, Licensed Victualler. Nov 19 at 3 at offices of Pinchard and Son, Paul st, Taunton

Moore, James, Lower rd, Deptford, Oil and Italian Warehouseman. Nov 12 at 12 at offices of Shearman, Little Tower st

Morris, Thomas, Llanwono, Glamorgan, Grocer and Joiner. Nov 20 at 1 at offices of Linton and Kenhole, Canon st, Aberdare

Newell, John, High Wycombe, Butcher, Nov 21 at 2 at offices of Bating, Church sq, High Wycombe

Newton, Jonathan, Staleybridge, Chester, Hat Manufacturer. Nov 19 at 3 at the Commercial Inn, Melbourne st, Staleybridge. Buckley and Miller, Staleybridge

Ogden, John, St Anne's-on-the-Sea, Lancaster, Builder. Nov 19 at 3 at the Saint Anne's Hotel, St Anne's on the Sea. Anderton and Donnelly, Bury

Ogg, Edmund, North Owerby, Lincoln, Farmer. Nov 20 at 11 at offices of Chambers, Market Rasen

Palmer, Arthur Rees, Bolton, Lancaster, Coffee Tavern Keeper. Nov 21 at 3 at offices of Whittingham, Exchange st, Mawdsley st, Bolton

Palmer, Frederick, Birkenhead, Baker. Nov 19 at 3 at offices of Thompson, Hamilton st, Birkenhead

Parry, Samuel, Heathtown, near Wolverhampton, Beerhouse Keeper. Nov 26 at 3 at offices of Rhodes, Queen st, Wolverhampton

Pease, George, Ossett, Dewsbury, Grocer. Nov 21 at 11 at the Royal Hotel, Market pl, Dewsbury, Halifax

Phippen, George, and Edward Robinson, Reading, Nurserymen. Nov 21 at 11 at the Queen's Hotel, Friar-street, Reading. Dryland, Reading

Piggott, Henry, Stone, Stafford, Baker. Nov 19 at 2 at offices of Holtham, Bank passage, Stafford

Pilkington, John, Lostock, Lancaster, Cotton Spinner. Nov 26 at 3 at the Victoria Hotel, Hotel st, Bolton. Greenhalgh and Cannon, Bolton

Politt, Robert, Urmaton, Lancaster, Decorative Artist. Nov 20 at 3 at offices of Marlow, Cross st, Manchester

Pool, Robert, Berrington, Salop, Farmer. Nov 19 at 12 at the Clarendon Hotel, Shrewsbury. Broughall

Prentice, William Herriott, Sidmouth mews, Gray's Inn rd, Cab Trimmer. Nov 17 at 3 at the offices of Staniland, Ludgate hill

Pullen, James Stephens, Blenheim ter, St John's Wood, Grocer. Nov 21 at 2 at the offices of Foreman, Son, & Co, Gresham st. Farnell, Fenchurch st

Reaston, Thomas John, Therganby, York, Farmer. Nov 19 at 1 at the Old Swan Inn, Selby. Wright, Selby

Robinson, Walter, Heeston, near Leeds, Corn Miller. Nov 18 at 3 at the offices of Ensley, Commercial bldgs, Park row, Leeds

Sorecett, Peter, Glengail rd, Old Kent rd, Firewood Merchant. Nov 26 at 2 at the offices of Young and Thompson, Great James st, Bedford row

Shuter, Joseph, Bolton, Lancaster, Landscape Gardener. Nov 14 at 11 at the offices of Fielding, Fold st, Bolton

Smith, George Everson, Milton st, Rag and General Merchant. Dec 1 at 3 at the offices of Chapman and Bendie, Gresham buildings, Basinghall st

Starkey, Thomas Meller, Liverpool, out of business. Nov 24 at 2 at 2 at offices of Evans and Lockett, Commerce chambers, Lord st, Liverpool

Steel, Charles, Birmingham, Builder. Nov 27 at 3 at the Great Western Hotel, Birmingham. King, Birmingham

Stevens, Steven, Leinster ter, Bayswater, Fruiterer. Nov 15 at 4.30 at the offices of Goutley, Westminster bdg rd

Strutt, John, Aldeburgh, Suffolk, out of business. Nov 14 at 2 at 4, Prince's st, Ipswich. Jennings, Ipswich

Swithenbank, John Walker, Bradford, York, Shuttle Mrker. Nov 19 at 10 at the offices of Peel and Gaunt, Chapel lane, Bradford

Taylor, John, Great Driffield, York, Sawyer. Nov 21 at 3 at the offices of Foster, Tonge, and Son, Exchange st, Great Driffield

Temple, Samuel, Oakington, Cambridge, Farmer. Nov 26 at 12 at the offices of Ellison and Co, Alexandra st, Petty Curry

Thompson, William, Blackburn, General Dealer. Nov 20 at 11 at offices of Darley, Lord st West, Blackburn

Tipper, Thomas, Leek, Stafford, Innkeeper. Nov 19 at 11 at offices of Challinor and Co, Derby st, Leek

Tolman, John, Fwiheli, Carnarvon, Watchmaker. Nov 21 at 12 at Queen Hotel, Chester. Owen, Fwiheli

Towell, Frederick, Birmingham, Carpenter. Nov 15 at 10.15 at offices of East, Temple st, Birmingham

Trainer, Patrick, Carlisle, Glass Dealer. Nov 25 at 3 at offices of Wright and Brown, Bank st, Carlisle

Tudor, Thomas, Fenton, Stafford, General Dealer. Nov 15 at 11 at Swan Hotel, Longton

Vause, William, Leeds, Flock Manufacturer. Nov 19 at 2 at offices of Middleton and Sons, Calverley chhrs, Victoria sq, Leeds

Weiner, Thomas, Leventon, Lincoln, Carpenter. Nov 22 at 2 at Red Lion Hotel, Boston. Bell, Townhall, Lough

Wakem, Joseph, Calatock, Cornwall, Farmer. Nov 19 at 12 at offices of Bridgman, Church lane, Tavi-tock

Walker, Thomas, Blackpool, Cotton Spinner. Nov 21 at 3 at offices of Standing and Taylor, King st, Rochdale

Wallis, William Bonnett, Fordington, Dorset, Tailor. Nov 24 at 12 at offices of Coombs, South st, Dorchester

Ward, William, and Thomas Ward, Unsworth, Lancaster, Farmers. Nov 19 at 11 at offices of Dodds, Bolton st, Bury

Watkins, Richard Walters, Croydon, Surrey, Boot Maker. Nov 25 at 3 at offices of Cooper, Chancery lane

Westley, Frederick, Old Bond st, Piccadilly, Optician. Nov 25 at 2 at offices of Lettis Brothers, Bartlett's buildings, Holborn circus

White, William, and William Sproat, Blyth, Northumberland, Timber Merchants. Nov 17 at 2 at offices of Gillespie Brothers, Cross House chambers, Newcastle-upon-Tyne. Hoyle and Co, Newcastle-upon-Tyne

Whitwick, Humphrey, Hawkhurst, Kent, Farmer. Nov 20 at 3 at Bull Hotel, Cranbrook. Atkyns, Titchester

Wilkinson, William, Knutsford, Chester, Builder. Nov 21 at 3 at offices of Risson and Grundy, Princess st, Manchester

Williams, Arthur, Hoxne, Suffolk, Farmer. Nov 28 at 1 at White Lion Hotel, Eye. Gadgdon

Willis, Thomas, Brinkworth, Wilts, Horse Dealer. Nov 21 at 1.30 at Queen's Royal Hotel, Gt Western Railway Station, Swindon. Clark and Smith, Malmesbury

Windsor, Edwin, Chichester, Sussex, Ironmonger. Nov 20 at 2 at offices of Sweton, Bedford row. Arnold Chichester

Winslow, James, Steeple Ashton, Wilt, Farmer. Nov 17 at 12 at offices of Rodway, Fore st, Trowbridge

Woodhams, Frederick, Charterhouse sq, Hat Manufacturer. Nov 24 at 2 at Guildhall Tavern, Gresham st. Beard and Sons, Basinghall st

Woolgar, Charles, Newhaven, Sussex, Blacksmith. Nov 19 at 12 at Brewers Arms Inn, Lewes. Holman

Wright, Robert Frederick, Barnsey, York, Grocer. Nov 21 at 3 at offices of Webster and Stringer, Harthead, Sheffield

Younge, Richard William, Sheffield, Comedian. Nov 18 at 12 at offices of Wing and Co, Change alley, Sheffield. Mellor, Sheffield

## TUESDAY, Nov. 11, 1879.

Aldridge, Richard William, Gt Dyer st, Newington, Floor Cloth Manufacturer. Nov 24 at 3 at 18 Gt Dyer st, Newington. Woodroffe

Allen, William, Barrow-in-Furness, Licensed Victualler. Nov 25 at 13 at offices of Taylor, Barrow-in-Furness

Anderson, Henry Francis, Monkwearmouth, Durham, Wholesale Wine Merchant. Nov 22 at 11 at offices of Lawson, Villiers st, Sunderland

Anderson, James, Middlesbrough, Mattress Maker. Nov 24 at 11 at offices of Jackson, Albert rd, Middlesbrough

Arnold, Philip, Luton, Bedford, Platt Merchant. Dec 2 at 3.30 at offices of Boyes and Child, Poultry

Backhouse, James, Burn, York, Farmer. Nov 27 at 11 at offices of Hardcastle and Barndorfer, Calverly chambers, Victoria sq, Leeds. Haigh and Son, Selby

Badham, John, Chipping Campden, Gloucester, General Dealer. Nov 25 at 2 at Unicorn Hotel, Moreton-in-Marsh. Barks, Moreton-in-Marsh

Bailey, Henry, Nottingham, Boot Maker. Nov 18 at 12 at offices of Brittle, St Peters chambers, St Peters gate, Nottingham

Bailey, John Beckett, Sutton, Chester, Licensed Victualler. Nov 25 at 2 at offices of Linkner and Hitchen, Bank chambers, Runcorn

Baker, John Thorogood, Brighton, General Dealer. Nov 24 at 3 at offices of Mills, New rd, Brighton

Banks, Herbert, and George Frederick Evans, Manchester, Skirt Manufacturers. Nov 27 at 3 at offices of Farrington, Moseley st, Manchester

Bateman, Henry Albert, Wimbledon, Manufacturers' Agent. Dec 1 at 3 at offices of Morris, Carter lane, Doctors' commons

Bater, James, South Molton, Devon, Boot Manufacturer. Nov 25 at 11.30 at offices of Thorne, Castle st, Barnstaple

Beck, William, jun, Scotton, Norfolk, Farmer. Nov 22 at 12 at offices of Saxon and Linay, Theatre st, Norwich

Bell, Robert, North Shields, Grocer. Nov 21 at 2.30 at offices of McAllum, Grainger st, Newcastle-upon-Tyne. Kewney, North Shields

Berry, Samuel Wilson, Darlington, Tailor. Nov 25 at 11 at offices of Wooler, Priestgate, Darlington

Biggs, Russell Hugh Worthington, Liverpool, Solicitor. Nov 25 at 11 at offices of Eddy, Lord st, Liverpool

Booth, Edward, Portobello rd, Bayswater, Draper. Nov 20 at 11 at offices of Morris, Mitre ct, Temple

Bowman, William Henry, Lewisham, out of business. Dec 3 at 2 at offices of Joynes and Co, King st, Cheapside. Ashley and Tee, Frederick's pl, Old Jerry

Bradshaw, John Edward, Manchester, Licensed Victualler. Dec 1 at 3 at offices of Chew and Sons, Swan st, Manchester

Bramfit, William Wright, Kirkstall, York, Coal Agent. Nov 28 at 10.30 at the Law Institution, Albion pl, Leeds. Darlington and Sons, Bradford

Bransbury, George, Littlehampton, Sussex, Painter. Nov 24 at 3 at Norfolk Hotel, Littlehampton. Verrall, Littlehampton

Brazier, James, Shawley, Worcester, Farmer. Nov 24 at 3 at offices of Hughes, Pierpoint st, Worcester. Ivens and Morton, Kidderminster

Carey, Henry, Westwell, Kent, Farmer. Dec 1 at 3 at Saracen's Head Hotel, Ashford. Hallett and Co, Ashford

Carpenter, Job, Thames Ditton, Carman. Nov 27 at 3 at offices of Buckland, Brook st, Kingston-on-Thames

Casril, Bennett, Kingston-upon-Hull, out of business. Nov 25 at 3 at offices of Summers, Manor st, Kingston-upon-Hull

Cattle, James, Waterworld, York, Farmer. Nov 25 at 11 at Harker's Hotel, St Helen's sq, York. Dale, York

Cave, Edwin, West Coker, Somerset, Boot Maker. Nov 20 at 12 at offices of Watts, Yeovil

Clacey, James, Devizes, Horse Dealer. Nov 22 at 11 at Angel Hotel, Frome. McCarthy, Frome

Clarke, Ellen, Sheffield, Provision Dealer. Nov 20 at 12 at offices of Auty and Sons, Queen st, Sheffield

Clarkson, Joseph, St Dunstan's hill, Tea Dealer. Nov 19 at 12 at offices of Creditors' Association, Arthur st East. Martin, Fenchurch st

Clegg, James, Oldham, Yeast Dealer. Nov 24 at 3 at offices of Whitaker, St Peter st, Oldham

Cole, James, Bermondsey Wall, Bermondsey, Sail Maker. Nov 22 at 19 at St John's Tavern, Tooley st

Cooper, Edward, Givern, nr Abergavenny, Miller. Nov 25 at 11.30 at Swan Hotel, Abergavenny. Garrold, Hereford

Cornish, Philip, jun, Leytonstone, Essex, Builder. Nov 26 at 3 at offices of Hopkins, Moorgate Station buildings

Coulthurst, John, and Thomas Hilary, Walmersley-cum-Shuttleworth, Stone Masons. Nov 26 at 3 at offices of Anderton and Donnelly, Garden st, Bury

Cumfrie, John, Sowerby bridge, Halifax, Grocer. Nov 25 at 3 at offices of Jubb, Harrison rd, Halifax

Curtis, Henry, Dartford, Kent, Boot Dealer. Nov 25 at 2 at offices of Montague, Bucksbury

Daddy, Pilgrim, Colchester, Painter. Nov 22 at 11 at offices of Prior, Head st, Colchester

Darby, Thomas, Birmingham, Door Latch Maker. Nov 20 at 11 at offices of Eaden, Bennett's hill, Birmingham

Davies, John, Kington, Warwick, Schoolmaster. Nov 25 at 11 at Seven Stars Inn, Stratford-upon-Avon. Lane

Davis, Samuel, and James Davis, Wrexham, Denbigh, Stonemasons. Nov 24 at 12 at offices of Acton and Bury, Chester st, Wrexham

Davies, Stephen, Cardigan, Ironmonger. Nov 24 at 11 at offices of Griffiths, St Mary st, Carmarthen

Dawson, William Edwin, Newark-on-Trent, Auctioneer. Nov 27 at 11 at Clinton Arms Hotel, Newark-on-Trent. Bescohy, East Retford

Dudding, Thomas Joseph Wilson, Piddletrenthide, Dorset, Farmer. Nov 27 at 11 at King's Arms Hotel, Dorchester. Andrews and Co, Dorchester

Dunn, Edward, Stamford, Lincoln, Grocer. Nov 22 at 10 at the offices of Law, St. Mary's pl, Stamford

Earl, Richard, Kelton, Somerset, Dealer. Nov 21 at 3 at the George Hotel, Shepton Mallet. McCarthy, Frome

Elsham, John Aindow, Southport, Lancaster, Painter. Nov 25 at 12 at Devonshire bldgs, East Bank st, Southport

Farrar, Reuben, Leicester, Builder. Nov 25 at 3 at the offices of Wright and Hinks, Belvoir st, Leicester

Garlick, Septimus Edward, Oxford, Brewer's Agent. Nov 27 at 3 at the offices of Cooper, Chancery lane

Godard, Thomas William, Wincfield, Hants, Farmer. Nov 27 at 2 at the offices of Webb, Cross st, Basingstoke

Goodwin, James, Hartfield, Sussex, Corn and Coal Merchant. Nov 25 at 2.30 at the offices of Pearis and Beeching, Tunbridge Wells

Gould, James, Liscard, Chester, Boatmaker. Nov 24 at 2 at the offices of Collins and Jones, Cook st, Liverpool

Gould Louis, Bournemouth, Job and Post Master. Nov 26 at 1 at the London Hotel, Bournemouth. Guy, Southampton

Graham, Hugh, Borden-le-Wear, Durham, Innkeeper. Nov 21 at 12 at the offices of Milburn, Crook

Greer, Mary Anne, Westley Brook, near Haughton, Salop, Farmer. Nov 24 at 11 at the offices of Taylor, King st, Wellington

Greenstreet, Martha Ann, Ramsgate, out of business. Nov 25 at 3 at the offices of Parry, High st, Ramsgate

Gresham, George James, Kingston-upon-Hull, Clothier. Nov 24 at 2 the offices of Laverack, Lind of Green Ginger, Kingston-upon-Hull

Hall, Thomas, and Herbert Hall, Dewsbury, Marble Merchants. Nov 25 at 10.30 at the offices of Ridgway and Ridgway, Union st, Dewsbury

Halton, Philip Bridescoe, St Helen's, Lancaster, Hosier. Nov 21 at 2 at the offices of Massey, Hard-haw st, St Helen's

Harrington, Walter, St Peter's st, Islington, Corn Dealer. Nov 18 at 4 at the offices of Staniland, Ladgatehill

Harris, Samuel, Belgrave, Leicester, Nov 25 at 3 at the offices of Wright and Hinks, Belvoir st, Leicester

Harrison, Baxter, Lutton, Lincoln, Carpenter. Nov 27 at 12 at the Bull Inn, Long Sutton. Wilkin, King's Lynn

Harvey, Charles, Babbicombe, Devon, Carpenter. Nov 21 at 1 at 1, Post Office st, Exeter. Carter and Son, Torquay

Harward, Arthur, Wirksworth, Derby, Solicitor. Dec 1 at 3 at the St James' Hotel, Derby. Broughall, Derby

Hastwell, John, Burnley, Lancaster, Auctioneer. Nov 25 at 3 at the New Red Lion Hotel, Manchester rd, Burnley. Hodgson, Burnley

Hoare, Thomas, Hackney rd, Licensed Victualler. Nov 20 at 3 at the offices of Procter and Andrews, Prince's st, Spitalfields

Hollog, John, Great Harwood, Lancaster, Grocer. Nov 25 at 11 at the offices of Radcliffe, Clayton st, Blackburn

Holley, Thomas, Chard, Baker. Nov 24 at 2 at offices of Canning and Kyrie, High st, Chard

Hopkinson, George Desford, Leicester, Farmer. Nov 28 at 11 at offices of Wright and Hinks, Belvoir st, Leicester

Horsey, John, South Perrott, Dairyman. Nov 22 at 12 at offices of Jolliffe, Sheep Market st, Crewkerne

Howarth, Robert, Shaw, Lancaster, Builder. Nov 24 at 3 at offices of Murrey and Wrigley, Clegg st, Oldham

Howells, Henry, Wrockwardine Wood, Salop, out of business. Nov 25 at 10 at offices of Willcock, Queen's chambers, North st, Wolverhampton

Johnson, John, Spalding, Tailor. Nov 26 at 11 at The George Hotel Company Limited, Huddersfield. Maples and Son, Spalding

Johnson, Thomas, Blackpool, Agent. Nov 21 at 11 at County Court Offices, Winckley st, Preston. Morgan, Blackpool

Jones, John, Hay, Brecon, Draper. Nov 26 at 1 at Green Dragon Hotel, Broad st, Hereford. Page, Hay

Karley, George, High Wycombe, out of business. Nov 22 at 2 at offices of Rawson, High st, St Marlow

King, Edwin Isiah Child, Croydon, Surrey, Draper. Nov 21 at 12 at offices of Ladbury and Co, Cheapside. Parker and Co, St Paul's Churchyard

King, William Hanham, Sheerness, Outfitter. Nov 24 at 12 at offices of Copland, Edward st, Sheerness

Knight, Richard, Sehurst rd, South Norwood, Builder. Nov 24 at 3 at offices of Hallam, South sq, Gray's Inn

Koppel, Albin, Moss Side, Manchester, Buyer. Nov 21 at 3 at the office of Hill, St Ann's sq, Manchester

Langford, George John, Sheerness, Assistant Engineer, R.N. Nov 24 at 11.30 at the offices of Copland, Edward st, Sheerness

Leigh, Stanley, Newton Heath, Gentleman. Nov 25 at 3 at the offices of Shippey and Field, Cooper st, Manchester

Levrington, William, Birmingham, Tailor. Nov 21 at 3 at the offices of Parr, Colmore row, Birmingham

Long, Alfred James, Canterbury, Poulterer. Nov 28 at 11 at the Queen's Head Hotel, Canterbury. Collard, Canterbury

Mackman, William, Whaplode Grove, Lincoln, Baker. Nov 24 at 1 at the White Hart Hotel, Spalding. Cammack, Spalding

Manning, Edward, Bedminster, Bristol, Decorator. Nov 20 at 12 at the offices of Clifton and Carter, Broad st, Bristol

Marshall, Southwell, Grantham, Lincolne, Draper. Nov 18 at 12 at the Red Lion Hotel, Grantham. Thimbley and Sons, Spilby

McDoull, John, Barnsley, York, Boot and Shoe Maker. Nov 21 at 3 at the offices of Newnaw and Sons, Church st, Barnsley

Middleton, Robert William, Peterborough. Nov 21 at 11 at the offices of Deacon and Wilkins, Cross st, Peterborough

Molyneux, John, and William Henry, Allnut, Oxford, Hatters. Nov 20 at 12 at the offices of Bickerton, St Michael's Chambers, Ship st, Oxford

Morgan, Benjamin Alfred, Castleford, York, Draper. Nov 26 at 3 at the rooms of the Home Trade Association, York st, Manchester

Mortlock, Joseph, Keynsham, Somerset, Licensed Victualler. Nov 21 at 12 at offices of Clifton and Carter, Broad st, Bristol

Mothersill, James, jun, and Henry Mothersill, Manchester, Linen Manufacturers. Nov 25 at 3.30 at offices of Boote and Edgar, Booth st

Naylor, Jonathan, Manington, York, Decorative Painter. Nov 20 at 21 at offices of Lees and Co, Newlegate, Bradford

Neale, Frederick Durham, Manningtree, Essex, Jobbing Master. Nov 26 at 3 at offices of Jones, Townhall chambers, Colchester

Nicholson, John Thomas, West Hartlepool, Durham, Joiner. Nov 20 at 3 at offices of Thomas, Church st, West Hartlepool

Offin, John, Folkestone, Bricklayer. Nov 25 at 12.30 Ross H tel, Folkestone. Mowil, Dover

Ogle, Thomas, Liverpool, Provision Merchant. Nov 26 at 3 at offices of Bartlett, Dale st, Liverpool

Page, Thomas, Bottesford, Leicester, Farmer. Nov 24 at 12 at offices of Belk, Middle pavement, Nottingham

Parker, William, Burton Leonard, York, Farmer. Nov 24 at 1 at offices of Bateson and Hutchinson, Ripon

Peacock, Charlotte, East Moulsey, Surrey, Draper. Nov 24 at 3 at Inns of Court Hotel, Lincoln's inn fields. Munn, Kingston-on-Thames

Pike, Francis Edward, Tiverton, Devon, Drapers Manager. Nov 28 at 11 at offices of Walker and Battiscombe, Water lane, Gt Tower st, Cockram

Prickard, John, Longtown, Hereford, Farmer. Nov 25 at 3 at offices of Browns, Lion st, Aberystwyth

Rafaty, Charles, Highet, Wandsworth, Cheesemonger. Nov 22 at 1 at the offices of Haynes and Sons, Grecian Chambers, Devereux st, Temple

Rawcliffe, William, Preston, Hosier. Nov 21 at 3 at the Mitre Hotel Cathedral rd, Manchester. Eds eston, Preston

Rhodes, John Wilkinson, Haworth, York, Cabinet Maker. Nov 22 at 4 at the offices of Morgan and Morgan, Victoria Chambers, Shipley

Richards, John Boswell, Curtain rd, Shoreditch, Cabinet Manufacturer. Nov 21 at 12 at the Guildhall Tavern, Gresham st. Boyce and Ridley, Brook st

Rickerby, Thomas, Liverpool, Chemist. Nov 21 at 2 at the offices of Harris, Adelaide bldgs, Ranelagh pl, Liverpool

Roberts, Christopher George, King's Samborne, Hants, Farmer. Nov 20 at 11 at the Bull Hotel, Fisherson Anger. Bell and France, Gillingham

Roberts, Ellis, Llanelltyd, Merioneth, of no occupation. Nov 22 at 11 at the Angel Hotel, Dolgelley. Jones, Aberystwyth

Roberts, John, Kensington Park rd, Notting Hill, Frinter. Nov 22 at 3 at the offices of Tanner and Co, Great Russell st, Bedford sq. Parker, Bow st

Robinson, Henry, Wolverhampton, Greener. Nov 25 at 3 at the offices of Stratton, Queen st, Wolverhampton

Roddi, James, Chatham, Boiler Maker. Nov 23 at 3 at the offices of Norman, Ordnance ter, Chatham

Rogers, William, Melton Mowbray, Baker. Nov 25 at 3 at the offices of Barker, inn, Sherrard st, Melton Mowbray

Royston, Thomas, Manchester, Music Seller. Nov 21 at 3 at offices of Farrington, Princess st, Manchester

Rutter, Charles, Stratford St Mary, Suffolk, out of business. Nov 27 at 11 at the White Horse Hotel, Ipswich. Jones, Colchester

Sale, William, Culver rd, Battersea, Blacksmith. Nov 26 at 3 at offices of Young, Newgate st

Salisbury, Henry, Stanton St Gabriel, Dorset, Yeoman. Nov 22 at 12 at offices of Watts, Yeovil

Scholes, William, Morley, York, Grocer. Nov 24 at 3 at offices of Ibberson, Westgate, Dewsbury

Smallwood, Henry, Wolverhampton, Stone Mason. Dec 1 at 11 at offices of Gatis, King st, Wolverhampton

Smith, Benjamin, Leeds, Bu cher. Nov 24 at 3 at offices of Simpson and Burrell, Albion st, Leeds

Smith, George Walkden, Northallerton, York, Draper. Nov 27 at 11 at the Golden Lion Hotel, Northallerton. Fowie, Northallerton

Smith, Isaac, Keighley, York, Grocer. Nov 24 at 2 at offices of Clarkson, Keighley

Smith, Jonathan, Brockley, Suffolk, Farmer. Dec 2 at 12 at the Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds

Smith, William Lawson, Littleport, Cambridge, Farmer. Nov 27 at 11 at the Bel Hotel, Ely. Peake, Snow, and Peake

Speakman, Richard, Salford, Lancashire, Builder. Nov 21 at 3 at offices of Simpson and Hocking, Mount st, Albert sq

Sykes, Aaron, Oldham, Plasterer. Nov 26 at 11 at the County Court Offices, Church lane, Oldham. Hanchett and Watson, Oldham

Taylor, James, Bilston, Stafford, Licensed Victualler. Nov 26 at 11 at offices of Shakespeare, Church st, Oldbury

Towns, William, Albert terrace, Islington, Oilman. Nov 28 at 3 at offices of Moore and Wallis, Crosby st. Rodgers and Clarkson, Walbrook

Tucker, Franklin, Birmingham, Fruiterer. Nov 19 at 10.15 at offices of East, Temple st, Birmingham

Wadlow, Samuel, Belgrave st, Commercial rd, Greengrocer. Nov 25 at 12 at offices of Few, Borough High st

Waldie, John, Darlington, Hosier. Nov 21 at 11 at offices of Wooler, John st, Bedford row

Walsh, Nicholas, Birmingham, out of business. Nov 20 at 10.15 at the offices of East, Temple st, Birmingham

Warburton, William, H a on Norris, Lancaster, Sewing Cotton Manufacturer. Nov 24 at 3 at the offices of Coppock and Co, Vernon st, Stockport



Webb, John, Gloucester, Fishmonger. Nov 19 at 3 at offices of Haines, Westgate chmbrs, Berkely st  
 Wells, Isaac Askew, and Henry Wells, Leicester, Boot and Shoe Manufacturers. Nov 28 at 3 at the offices of Wright and Hincks, Belvoir st, Leicester  
 Westlake, Charles Francis, Gloucester, Brower. Nov 24 at 2 at offices of Benson and Carpenter, Bank Chmbrs, Corn st, Bristol  
 Williams, Eric, Philip rd, Peckham Rye, Schoolmaster. Nov 28 at 10 at 40, Churton st, Fimlico. Dutton  
 Wilson, Charles Albert, Leeds, Pianoforte Dealer. Nov 25 at 12 at the Law Institution, Albion pl, Leeds. Waddington, York  
 Winfield, Benjamin, Nottingham, Earthenware Dealer. Nov 17 at 12 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham  
 Wise, William, Swinton, York, Potato Merchant. Nov 21 at 11 at the Angel Inn, Malvern. Barliff, Malton  
 Wright, William, Sheffield, Plumber. Nov 19 at 12 at offices of Pier son, Queen st, Sheffield

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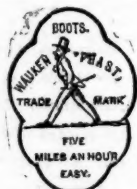
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